

LeClairRyan

A Professional Corporation

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Attorneys for Plaintiff, Days Inns Worldwide, Inc., f/k/a Days Inns of America, Inc.

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

DAYS INNS WORLDWIDE, INC., formerly
known as DAYS INNS OF AMERICA, INC.,
a Delaware Corporation,

Plaintiff,

v.

OZARK MOTELS PROPERTIES, INC., a
Tennessee Corporation; and GOPAL
GOVAN, an individual,

Defendants.

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Civil Action No. 14-

**VERIFIED
COMPLAINT**

Plaintiff Days Inns Worldwide, Inc., formerly known as Days Inns of America, Inc.,
by its attorneys, LeClairRyan, complaining of defendants Ozark Motels Properties, Inc. and Gopal
“Sam” Govan, says:

PARTIES, JURISDICTION AND VENUE

1. Plaintiff Days Inns Worldwide, Inc., formerly known as Days Inns of America, Inc. (“DIW”), is a corporation organized and existing under the laws of the State of Delaware, with its principal place of business in Parsippany, New Jersey.

2. Defendant Ozark Motels Properties, Inc. (“Ozark Motels Properties”), on information and belief, is a corporation organized and existing under the laws of the State of Tennessee, with its principal place of business at 611 Providence Drive, Bryant, Arkansas 72022.

3. Defendant Gopal “Sam” Govan (“Gopal Govan”), on information and belief, is a principal of Ozark Motels Properties and a citizen of the State of Arkansas, residing at 611 Providence Drive, Bryant, Arkansas 72022.

4. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331, & 1338, 15 U.S.C. § 1121 and, with respect to certain claims, 28 U.S.C. § 1367.

5. This Court has personal jurisdiction over Ozark Motels Properties by virtue of, among other things, section 17.4 of the February 14, 2000 license agreement by and between Ozark Motels Properties and DIW (the “License Agreement”), described in more detail below, pursuant to which Ozark Motels Properties has consented “to the non-exclusive personal jurisdiction of and venue in the New Jersey state courts situated in Morris County, New Jersey and the United States District Court for the District of New Jersey”

6. This Court has personal jurisdiction over Gopal Govan by virtue of, among other things, the terms of a guaranty (the “Guaranty”), described in more detail below, pursuant to which Gopal Govan acknowledged that he was personally bound by section 17 of the License Agreement.

7. Venue is proper in this District pursuant to section 17.4 of the License Agreement, inasmuch as that provision contains an express waiver by Ozark Motels Properties of any objection to venue in this District.

ALLEGATIONS COMMON TO ALL COUNTS

The Days Inn® Marks

8. DIW is one of the largest guest lodging facility franchise systems in the United States, and is widely known as a provider of guest lodging facility services.

9. DIW owns and has the exclusive right to license the use of the service mark DAYS INN and various related trade names, trademarks and service marks (certain of which are on the principal register of the United States Patent and Trademark Office), logos, and derivations thereof (the “Days Inn® Marks”), as well as the distinctive Days Inn® System, which provides guest lodging services to the public under the Days Inn® name and certain services to its licensees, including a centralized reservation system, advertising, publicity, and training services.

10. DIW or its predecessors first used the DAYS INN mark in 1970 and the Days Inn® Marks are in full force and effect. Certain of the registered Days Inn® Marks are incontestable pursuant to 15 U.S.C. § 1065.

11. DIW has given notice to the public of the registration of the Days Inn® Marks as provided in 15 U.S.C. § 1111.

12. DIW uses or has used the words “Days Inn,” among others, as abbreviations of its brand name.

13. Through its franchise system, DIW markets, promotes, and provides services to its guest lodging licensees throughout the United States. In order to identify the

origin of their guest lodging services, DIW allows its licensees to utilize the Days Inn® Marks and to promote the Days Inn® brand name.

14. DIW has invested substantial effort over a long period of time, including the expenditure of millions of dollars, to develop goodwill in its trade names and service marks to cause consumers throughout the United States to recognize the Days Inn® Marks as distinctly designating DIW guest lodging services as originating with DIW.

15. The value of the goodwill developed in the Days Inn® Marks does not admit of precise monetary calculation, but because DIW is one of the largest guest lodging facility franchise systems in the United States and is widely known as a provider of guest lodging facility services, the value of DIW's goodwill exceeds hundreds of millions of dollars.

16. The Days Inn® Marks are indisputably among the most famous in the United States.

The Agreements Between The Parties

17. On or about February 14, 2000, DIW entered into the License Agreement with Ozark Motels Properties for the operation of a 42¹-room Days Inn® guest lodging facility located at 105 Airport Road, Ozark, Arkansas 72949, designated as Days Inn® Site No. 11578-91725-02 (the "Facility"). A true copy of the License Agreement is attached hereto as Exhibit A.

18. Pursuant to section 5 of the License Agreement, Ozark Motels Properties was obligated to operate a Days Inn® guest lodging facility for a fifteen-year term, during which

¹ By letter dated October 18, 2006, a true copy of which is attached as Exhibit B, the License Agreement was amended to reflect a decrease in the number of authorized guest rooms at the Facility from 42 rooms to 40 rooms.

time Ozark Motels Properties was permitted to use the Days Inn® Marks in association with the operation and use of the Facility as part of DIW's franchise system.

19. Pursuant to section 7 and Schedule C of the License Agreement, Ozark Motels Properties was required to make certain periodic payments to DIW for royalties, system assessments, taxes, interest, reservation system user fees, and other fees (collectively, "Recurring Fees").

20. Pursuant to section 7.3 of the License Agreement, Ozark Motels Properties agreed that interest is payable "on any past due amount payable to [DIW] under this [License] Agreement at the rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is less, accruing from the due date until the amount is paid."

21. Pursuant to section 3.9 of the License Agreement, Ozark Motels Properties was required to prepare and submit monthly reports to DIW disclosing, among other things, the amount of gross room revenue earned by Ozark Motels Properties at the Facility in the preceding month for purposes of establishing the amount of royalties and other Recurring Fees due to DIW.

22. Pursuant to section 3.8 of the License Agreement, Ozark Motels Properties agreed to maintain at the Facility accurate financial information, including books, records, and accounts, relating to the gross room revenue of the Facility and, pursuant to sections 3.8 and 4.8 of the License Agreement, Ozark Motels Properties agreed to allow DIW to examine, audit, and make copies of the entries in these books, records, and accounts.

23. Pursuant to section 11.2 of the License Agreement, DIW could terminate the License Agreement, with notice to Ozark Motels Properties, for various reasons, including

Ozark Motels Properties' (a) failure to pay any amount due DIW under the License Agreement, (b) failure to remedy any other default of its obligations or warranties under the License Agreement within 30 days after receipt of written notice from DIW specifying one or more defaults under the License Agreement, and/or (c) receipt of two or more notices of default under the License Agreement in any one year period, whether or not the defaults were cured.

24. Pursuant to section 12.1 of the License Agreement, Ozark Motels Properties agreed that, in the event of a termination of the License Agreement pursuant to section 11.2, it would pay liquidated damages to DIW in accordance with a formula specified in the License Agreement.

25. Section 13 of the License Agreement specified Ozark Motels Properties' obligations in the event of a termination of the License Agreement, including its obligation to immediately cease using all of the Days Inn® Marks.

26. Pursuant to section 17.4 of the License Agreement, Ozark Motels Properties agreed that the non-prevailing party would "pay all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party to enforce this [License] Agreement or collect amounts owed under this [License] Agreement."

27. Effective as of the date of the License Agreement, Gopal Govan provided DIW with a Guaranty of Ozark Motels Properties' obligations under the License Agreement. A true copy of the Guaranty is attached hereto as Exhibit C.

28. Pursuant to the terms of the Guaranty, Gopal Govan agreed, among other things, that upon a default under the License Agreement, he would "immediately make each

payment and perform or [Ozark Motels Properties] to perform, each unpaid or unperformed obligation of [Ozark Motels Properties] under the [License] Agreement.”

29. Pursuant to the terms of the Guaranty, Gopal Govan agreed to pay the costs, including reasonable attorneys’ fees, incurred by DIW in enforcing its rights or remedies under the Guaranty or the License Agreement.

The Defendants’ Defaults and Termination

30. By letter dated February 8, 2012, a true copy of which is attached hereto as Exhibit D, DIW advised Ozark Motels Properties that (a) it was in breach of the License Agreement because it owed DIW approximately \$66,275.36 in outstanding Recurring Fees, (b) it had 10 days within which to cure this monetary default in accordance with Section 11.2 of the License Agreement, and (c) if the default was not cured, then the License Agreement might be subject to termination.

31. By letter dated April 12, 2012, a true copy of which is attached hereto as Exhibit E, DIW advised Ozark Motels Properties that (a) it was in breach of the License Agreement because it owed DIW approximately \$73,104.13 in outstanding Recurring Fees, (b) it had 10 days within which to cure this monetary default in accordance with Section 11.2 of the License Agreement, and (c) if the default was not cured, then the License Agreement might be subject to termination.

32. By letter dated August 14, 2012, a true copy of which is attached hereto as Exhibit F, DIW advised Ozark Motels Properties that (a) it was in breach of the License Agreement because it owed DIW approximately \$94,205.26 in outstanding Recurring Fees, (b) it

had 10 days within which to cure this monetary default in accordance with Section 11.2 of the License Agreement, and (c) if the default was not cured, then the License Agreement might be subject to termination.

33. By letter dated January 16, 2013, a true copy of which is attached hereto as Exhibit G, DIW advised Ozark Motels Properties that (a) it was in breach of the License Agreement because it owed DIW approximately \$111,723.70 in outstanding Recurring Fees, (b) it had 10 days within which to cure this monetary default in accordance with Section 11.2 of the License Agreement, and (c) if the default was not cured, then the License Agreement might be subject to termination.

34. By letter dated March 22, 2013, a true copy of which is attached as Exhibit H, DIW terminated the License Agreement, effective March 22, 2013, due to Ozark Motels Properties' continued failure to meet its financial obligation under the License Agreement, and advised Ozark Motels Properties that upon the date of termination (a) it was to immediately discontinue the use of all trade names, service marks, signs, and other forms of advertising, and other indicia of operation as part of the Days Inn® System, and to discontinue the use of other materials on the premises effectively to distinguish the same from its former appearance as a Days Inn®, (b) all items bearing the Days Inn® Marks had to be removed, (c) all signs and any listings in directories and similar guides in which the Facility was identified as a Days Inn® had to be changed, (d) it was required to pay to DIW as liquidated damages for premature termination the sum of \$80,000.00 as required under the License Agreement (e) it had to de-identify the Facility within 10 days from the receipt of the notice, (f) and it must pay all outstanding Recurring Fees through the date of termination.

35. The termination of the License Agreement precludes Ozark Motels Properties from any further use of the Days Inn® Marks in or around the Facility.

36. The termination of the License Agreement precludes Ozark Motels Properties from any further use of the Days Inn® Marks to induce the traveling public to use the Facility in any way.

37. Since the termination of the License Agreement, Ozark Motels Properties has continued to use the Days Inn® Marks to induce the traveling public to rent guest rooms at the Facility.

38. Since the termination of the License Agreement, Ozark Motels Properties has used the Days Inn® Marks without authorization to rent rooms through, among other things, failure to remove Days Inn® signage and continuing to identify the Facility as a Days Inn® guest lodging facility.

39. Ozark Motels Properties has continued to misuse the Days Inn® Marks despite receiving notification from DIW to cease and desist from the misuse of the Days Inn® Marks.

FIRST COUNT

40. DIW repeats and makes a part hereof each and every allegation set forth in paragraphs 1 through 39 of the Verified Complaint.

41. Section 32 of the Lanham Act, 15 U.S.C. § 1114(1)(a), provides in pertinent part that “[a]ny person who shall, without the consent of the registrant — use in

commerce any reproduction, counterfeit, copy, or colorable imitation of a registered mark in connection with the sale, offering for sale, distribution, or advertising of any goods or services on or in connection with which such use is likely to cause confusion, or to cause mistake, or to deceive . . . shall be liable in a civil action by the registrant”

42. Ozark Motels Properties marketed, promoted, and rented, and continues to market, promote, and rent rooms at the Facility through the unauthorized use of the Days Inn® Marks, and such use caused and is likely to continue to cause confusion or mistake among prospective or actual customers, in violation of Section 32 of the Lanham Act.

43. Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a), provides in pertinent part that “[a]ny person who, on or in connection with any goods or services . . . uses in commerce any word, term, name, symbol . . . or any false designation of origin, false or misleading description of fact, or false or misleading representation of fact, which is likely to cause confusion, or to cause mistake, or to deceive as to affiliation . . . or as to the origin, sponsorship, or approval of . . . goods and/or services . . . shall be liable in a civil action”

44. The acts of Ozark Motels Properties in marketing, promoting, and renting rooms at the Facility, through and with the Days Inn® Marks, constitute:

- (a) a false designation of origin;
- (b) a false and misleading description of fact; and
- (c) a false and misleading representation of fact;

that caused and are likely to continue to cause confusion, or to cause mistake, or deception, as to the affiliation of Ozark Motels Properties' Facility with DIW, and to cause confusion, or to cause mistake, or deception, to the effect that DIW sponsors or approves of the guest lodging services that Ozark Motels Properties provides at the Facility, all in violation of Section 43(a) of the Lanham Act.

45. Section 43(c) of the Lanham Act, 15 U.S.C. § 1125(c), provides in pertinent part that "[t]he owner of a famous mark shall be entitled, subject to the principles of equity and upon such terms as the court deems reasonable, to an injunction against another person's commercial use in commerce of a mark or trade name, if such use begins after the mark has become famous and causes dilution of the distinctive quality of the mark, and to obtain such other relief as is provided in this subsection."

46. Ozark Motels Properties' use of the Days Inn® Marks in connection with goods and services at the Facility, after the Days Inn® Marks became famous, caused and will continue to cause dilution and disparagement of the distinctive quality of the Days Inn® Marks, and lessened and will continue to lessen the capacity of the Days Inn® Marks to identify and distinguish the goods and services of DIW, all in violation of Section 43(c) of the Lanham Act.

47. Ozark Motels Properties' on-going acts of infringement in violation of Sections 32, 43(a), and 43(c) of the Lanham Act are malicious, fraudulent, willful, and deliberate.

48. Ozark Motels Properties' on-going acts of infringement in violation of Sections 32, 43(a), and 43(c) of the Lanham Act have inflicted and continue to inflict irreparable harm on DIW.

49. DIW has no adequate remedy at law.

50. No previous injunctive relief has been awarded with respect to this matter in this case or any other case.

WHEREFORE, pursuant to 15 U.S.C. §§ 1114, and 1125(a) & (c), DIW demands judgment against Ozark Motels Properties:

(a) Preliminarily and permanently restraining and enjoining Ozark Motels Properties, its affiliates, subsidiaries, officers, agents, servants, employees and attorneys, and all those who act in concert or participation with them, from marketing, promoting, or selling guest lodging services at the Facility through and with the Days Inn® Marks; and

(b) Granting compensatory damages, treble damages, attorneys' fees, prejudgment interest, costs of suit, and such other and further relief as this Court shall deem just and proper.

SECOND COUNT

51. DIW repeats and makes a part hereof each and every allegation contained in paragraphs 1 through 50 of the Verified Complaint.

52. Pursuant to sections 3.9 and 4.8 of the License Agreement, Ozark Motels Properties agreed to allow DIW to examine, audit, and make copies of Ozark Motels Properties' financial information, including books, records, and accounts, relating to the gross room revenue earned at the Facility.

53. Ozark Motels Properties has engaged in acts and practices, as described, which amount to infringement of the Days Inn® Marks in an unlawful, unfair, and fraudulent manner which is likely to confuse the public.

54. As a result, Ozark Motels Properties owes restitution and the disgorgement of profits, in an amount unknown to DIW, and which amount cannot be ascertained without an accounting of the receipts and disbursements, profit and loss statements, and other financial materials, statements and books from Ozark Motels Properties.

WHEREFORE, DIW demands judgment ordering that Ozark Motels Properties account to DIW for any and all revenue derived as a result of marketing, promoting, or selling guest lodging services at the Facility through and with the Days Inn® Marks.

THIRD COUNT

55. DIW repeats and makes a part hereof each and every allegation contained in paragraphs 1 through 54 of the Verified Complaint.

56. By letter dated March 22, 2013, DIW terminated the License Agreement, effective March 22, 2013, due to Ozark Motels Properties' continued failure to meet its financial obligation under the License Agreement.

57. Section 12.1 of the License Agreement provides that, in the event of termination of the License Agreement due to action of the Licensee, Ozark Motels Properties shall pay liquidated damages to DIW within 30 days of termination.

58. As a result of the termination of the License Agreement, Ozark Motels Properties is obligated to pay DIW liquidated damages in the amount of \$80,000.00, as calculated pursuant to section 12.1 of the License Agreement.

59. Notwithstanding DIW's demand for payment, Ozark Motels Properties has failed to pay DIW the liquidated damages as required in section 12.1 of the License Agreement.

60. DIW has been damaged by Ozark Motels Properties' failure to pay liquidated damages.

WHEREFORE, DIW demands judgment against Ozark Motels Properties for liquidated damages in the amount of \$80,000.00, together with interest, attorneys' fees, and costs of suit.

FOURTH COUNT

61. DIW repeats and makes a part hereof each and every allegation contained in paragraphs 1 through 60 of the Verified Complaint.

62. By virtue of the premature termination of the License Agreement, DIW sustained a loss of future revenue over the remainder of the fifteen-year term of the License Agreement.

63. If the Court determines that Ozark Motels Properties is not liable to pay DIW liquidated damages as required by section 12.1 of the License Agreement then, in the

alternative, Ozark Motels Properties is liable to DIW for actual damages for the premature termination of the License Agreement.

64. DIW has been damaged by Ozark Motels Properties' breach of its obligation to operate a Days Inn® guest lodging facility for the remaining term of the License Agreement.

WHEREFORE, DIW demands judgment against Ozark Motels Properties for actual damages in an amount to be determined at trial, together with interest, attorneys, fees, and costs of suit.

FIFTH COUNT

65. DIW repeats and makes a part hereof each and every allegation contained in paragraphs 1 through 64 of the Verified Complaint.

66. Pursuant to section 7 and Schedule C of the License Agreement, Ozark Motels Properties was obligated to remit Recurring Fees to DIW.

67. Despite its obligation to do so, Ozark Motels Properties failed to remit certain of the Recurring Fees due and owing under the License Agreement in the current amount of \$148,675.31.

68. Ozark Motels Properties' failure to remit the agreed Recurring Fees constitutes a breach of the License Agreement and has damaged DIW.

WHEREFORE, DIW demands judgment against Ozark Motels Properties for the Recurring Fees due and owing under the License Agreement in the current amount of \$148,675.31, together with interest, attorneys' fees, and costs of suit.

SIXTH COUNT

69. DIW repeats and makes a part hereof each and every allegation contained in paragraphs 1 through 68 of the Verified Complaint.

70. At the time of the termination of the License Agreement, Ozark Motels Properties was obligated to pay DIW Recurring Fees.

71. Despite its obligation to do so, Ozark Motels Properties failed to pay certain of the Recurring Fees due and owing under the License Agreement in the current amount of \$148,675.31.

72. In addition, Ozark Motels Properties benefited from its wrongful use of the Days Inn® Marks after termination of the License Agreement and paid no royalty or other Recurring Fees to DIW in return for that benefit.

73. Ozark Motels Properties' failure to compensate DIW constitutes unjust enrichment and has damaged DIW.

WHEREFORE, DIW demands judgment against Ozark Motels Properties for the Recurring Fees due and owing under the License Agreement in the current amount of \$148,675.31, and all royalties and other Recurring Fees that should be paid to compensate DIW for the period

during which Ozark Motels Properties misused the Days Inn® Marks and was thereby unjustly enriched, together with interest and costs of suit.

SEVENTH COUNT

74. DIW repeats and makes a part hereof each and every allegation contained in paragraphs 1 through 74 of the Verified Complaint.

75. Pursuant to the terms of the Guaranty, Gopal Govan agreed, among other things, that upon a default under the License Agreement, he would immediately make each payment and perform each obligation required of Ozark Motels Properties under the License Agreement.

76. Despite his obligation to do so, Gopal Govan has failed to make any payments or perform or cause Ozark Motels Properties to perform each obligation required under the License Agreement.

77. Pursuant to the Guaranty, Gopal Govan is liable to DIW for Ozark Motels Properties' liquidated damages in the amount of \$80,000.00, or actual damages in an amount to be determined at trial, and Ozark Motels Properties' Recurring Fees due and owing under the License Agreement in the current amount of \$148,675.31, and for those additional Recurring Fees attributable to the period during which Ozark Motels Properties has misused the Days Inn® Marks.

WHEREFORE, DIW demands judgment against Gopal Govan for damages in the amount of:

(a) All liquidated damages or actual damages and Recurring Fees due and owing under the License Agreement, together with interest, attorneys' fees, and costs of suit; and

(b) All profits, royalties, and other Recurring Fees that should be paid to compensate DIW for the period during which Ozark Motels Properties misused the Days Inn® Marks and was thereby unjustly enriched, together with interest, attorneys' fees, and costs of suit.

EIGHTH COUNT

78. DIW repeats and makes a part hereof each and every allegation contained in paragraphs 1 through 78 of the Verified Complaint.

79. By letter dated March 22, 2013, DIW terminated the License Agreement, effective March 22, 2013, due to Ozark Motels Properties' continued failure to meet its financial obligation under the License Agreement.

80. Section 13.2 of the License Agreement provides that, when the License Agreement is terminated, DIW has the right to "without prior notice enter the Facility, and any other parcels, . . . and paint over or remove and purchase for \$10.00, all or part of any interior or exterior Mark-bearing signage (or signage face plates), including billboards, whether or not located at the Facility, that [Ozark Motels Properties] [has] not removed or obliterated within five days after termination."

81. Ozark Motels Properties continues to market, promote, and rent rooms at the Facility through the unauthorized use of the Days Inn® Marks, and such use caused and is likely to continue to cause confusion or mistake among prospective or actual customers.

82. Ozark Motels Properties' unauthorized use of the Days Inn® Marks has inflicted and continues to inflict irreparable harm on DIW.

WHEREFORE, DIW demands judgment declaring that DIW, or its authorized agent, has the right, without prior notice to Ozark Motels Properties, to enter the property at the Facility and remove any and all exterior signage, exterior items and other exterior materials displaying the Days Inn® Marks.


LeClairRyan

Attorneys for Plaintiff,
Days Inns Worldwide, Inc., formerly known as
Days Inns of America, Inc.

Dated:

8/12/14

By:



BRYAN P. COUCH

CERTIFICATION PURSUANT TO L. CIV. R. 11.2

I certify that, to the best of my knowledge, this matter is not the subject of any other action pending in any court or of any pending arbitration or administrative proceeding.

LeClairRyan

Attorneys for Plaintiff,
Days Inns Worldwide, Inc., formerly known as
Days Inns of America, Inc.

By: _____



BRYAN P. COUCH

Dated: 8/12/14

VERIFICATION

STATE OF NEW JERSEY)
) ss:
COUNTY OF MORRIS)

Suzanne Fenimore, of full age, being duly sworn according to law, upon her oath,
deposes and says:

I am Senior Director of Contracts Compliance for Days Inns Worldwide, Inc.,
formerly known as Days Inns of America, Inc., which is plaintiff in this action.

I have read the foregoing Verified Complaint and all the allegations contained
therein. Except as to allegations alleged upon information and belief, which allegations I believe to
be true, all the allegations in the Verified Complaint are true based on my personal knowledge, the
records of DIW or information available through employees of DIW.


SUZANNE FENIMORE

Sworn and subscribed to before
me this 1 day of August, 2014


NOTARY PUBLIC

CLAUDIA N. BUDRIS
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 2314696
MY COMMISSION EXPIRES MAY 15, 2019

EXHIBIT A

Location. zark, AR
Entity No. : 91725
Unit No.: 11578

DAYS INNS OF AMERICA, INC.
LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement"), dated February 14, 2000, is between **DAYS INNS OF AMERICA, INC.**, a Delaware corporation ("we", "our" or "us"), and **OZARK MOTEL PROPERTIES, INC.**, a Tennessee corporation ("you"). The definitions of capitalized terms are found in Appendix A. In consideration of the following mutual promises, the parties agree as follows:

This transaction involves the transfer of an existing Chain Facility at the Location first granted to HICKEY REAL ESTATE INVESTMENT LLC, a Oklahoma limited liability company ("Prior Licensee"), in a License Agreement with us dated September 3, 1998 (the "Prior Agreement"). You assume and obligate yourself to perform any and all of the obligations (financial and otherwise) of the Prior Licensee under the Prior Agreement that is not paid or performed as of the date of this Agreement, including without limitation, the obligation to pay any unpaid Royalties, Reservation System User Fees or other amounts due us and to correct any uncured defaults other than as expressly superseded by this Agreement.

1. License. We have the exclusive right to license and franchise to you the distinctive "Days Inn" System for providing transient guest lodging services. We grant to you and you accept the License, effective and commencing on the Opening Date and ending on the earliest to occur of the Term's expiration or a Termination. You will call the Facility a "Days Inn." You may adopt additional or secondary designations for the Facility with our prior written consent, which we may withhold, condition, or withdraw on written notice in our sole discretion.

2. Days Inns Licensee Advisory Association. You will be eligible to participate in the Days Inn Licensee Advisory Association, a Delaware corporation that is the organization of Days Inn System licensees, in accordance with the Bylaws and Certificate of Incorporation of the Association, as amended, so long as you are not in default under this Agreement.

3. Your Improvement and Operating Obligations. Your obligations to improve, operate and maintain the Facility are:

3.1 Improvements. You must select and acquire the Location and acquire, equip and supply the Facility in accordance with System Standards for entering conversion facilities. You must begin improvement of the Facility no later than thirty (30) days after the Effective Date. The Facility must score 400 points (or equivalent) within ninety (90) days after the Effective Date and 425 points (or equivalent) within nine months after the Effective Date. All improvements will comply with System Standards, any Approved Plans, Schedule B and any Punch List attached to this Agreement. Your general contractor or you must carry the insurance required under this Agreement during renovation. If you do not commence or complete the improvement of the Facility by the dates specified in this Section 3.1, or the Facility does not meet the post-transfer



quality assurance inspection standard, or complete the post-transfer improvements specified in the Punch List after the Effective Date, then we may, in our sole discretion, terminate this Agreement by giving written notice to you. Time is of the essence for the Improvement Obligation. We may, however, in our sole discretion, grant one or more extensions of time to perform any phase of the Improvement Obligation. The grant of an extension will not waive any other default existing at the time the extension is granted.

3.2 Improvement Plans. You will create plans and specifications for the work described in Section 3.1 (based upon the System Standards and this Agreement) if we so request and submit them for our approval before starting improvement of the Location. We will not unreasonably withhold or delay our approval, which is intended only to test compliance with System Standards, and not to detect errors or omissions in the work of your architects, engineers, contractors or the like. Our review does not cover technical, architectural or engineering factors, or compliance with federal, state or local laws, regulations or code requirements. We will not be liable to your lenders, contractors, employees, guests, others, or you on account of our review or approval of your plans, drawings or specifications, or our inspection of the Facility before, during or after renovation or construction. Any material variation from the Approved Plans requires our prior written approval. You will promptly provide us with copies of permits, job progress reports, and other information as we may reasonably request. We may inspect the work while in progress without prior notice.

3.3 Opening. You may continue to identify the Facility as part of the System prior to completing the Improvement Obligation.

3.4 Operation. You will operate and maintain the Facility continuously after the Opening Date on a year-round basis as required by System Standards and offer transient guest lodging and other related services of the Facility (including those specified on Schedule B) to the public in compliance with the law and System Standards. You will keep the Facility in a clean, neat, and sanitary condition. You will clean, repair, replace, renovate, refurbish, paint, and redecorate the Facility and its FF&E as and when needed to comply with System Standards. The Facility will accept payment from guests by all credit and debit cards we designate in the System Standards Manual. You may add to or discontinue the amenities, services and facilities described in Schedule B, or lease or subcontract any service or portion of the Facility, only with our prior written consent which we will not unreasonably withhold or delay. Your front desk operation, telephone system, parking lot, swimming pool and other guest service facilities may not be shared with or used by guests of another lodging or housing facility.

3.5 Training. You (or a person with executive authority if you are an entity) and the Facility's manager will attend the training programs described in Section 4.1 we designate as mandatory for licensees or managers, respectively. You will train or cause the training of all Facility personnel as and when required by System Standards and this Agreement. You will pay for all travel, lodging, meals and compensation expenses of the people you send for training programs, the cost of training materials and other reasonable charges we may impose for training under Section 4.1. You will direct the Facility staff to attend Property Opening Training and reimburse us for our expenses for the training as discussed in Section 4.1.2.

3.6 Marketing. You will participate in System marketing programs, including the Directory and the Reservation System. You will obtain and maintain the computer and communications service and equipment we specify to participate in the Reservation System. You will comply with our

rules and standards for participation, and will honor reservations and commitments to guests and travel industry participants. You may implement, at your option and expense, your own local advertising. Your advertising materials must use the Marks correctly, and must comply with System Standards or be approved in writing by us prior to publication. You will stop using any non-conforming, out-dated or misleading advertising materials if we so request.

3.6.1 You may participate in any regional marketing, training or management alliance or cooperative of Chain licensees formed to serve the Chain Facilities in your area. We may assist the cooperative collect contributions. You may be excluded from cooperative programs and benefits if you don't participate in all cooperative programs according to their terms, including making payments and contributions when due.

3.7 Governmental Matters. You will obtain as and when needed all governmental permits, licenses and consents required by law to construct, acquire, renovate, operate and maintain the Facility and to offer all services you advertise or promote. You will pay when due or properly contest all federal, state and local payroll, withholding, unemployment, beverage, permit, license, property, ad valorem and other taxes, assessments, fees, charges, penalties and interest, and will file when due all governmental returns, notices and other filings.

3.8 Inspections and Audits. You will permit our representatives to perform quality assurance inspections of the Facility and audit your financial and operating books and records (including tax returns) particularly those relating to the Facility and any related business, with or without prior notice of the inspection or audit. The inspections and audits will commence during normal business hours, although we may observe Facility operation and accounting activity at any time. You, the Facility staff and your other agents and employees will cooperate with our inspectors and auditors in the performance of their duties. You will pay us any underpayment of, and we will pay you or credit your Recurring Fee account for any overpayment of, Recurring Fees discovered by an audit. If the Facility does not pass an inspection, you refuse to cooperate with our inspectors or our auditors when they arrive for an audit at a time scheduled at least 3 business days in advance or the audit reveals that you paid us less than 97% of the correct amount of Recurring Fees for a fiscal year or longer, you will pay us the Audit Fee described in Section 4.8, or the reasonable costs of travel, lodging and meal expenses for reinspection and any reinspection fee we may impose. We may publish or disclose the results of quality assurance inspections.

3.9 Reports and Accounting. You will prepare and submit timely monthly reports containing the information we require about the Facility's performance during the preceding month. You will prepare and submit other reports and information about the Facility as we may reasonably request from time to time or in the System Standards Manual. You will prepare and maintain any reports required under the System Standards Manual in the Facility's property management or reservation computer system, including the name and address of Facility guests, if collected, and send them to us or allow us to access them by means of a telephone datalink. You will allow us access to the reports and data stored on the Facility's property management or reservation computer system via telephone, provided that we will not unreasonably interfere with normal functioning of the property management or reservation computer system. You will maintain accounting books and records in accordance with generally accepted accounting principles and the American Hotel & Motel Association Uniform System of Accounts for Hotels, as amended, subject to this Agreement and other reasonable accounting standards we may specify from time to time. You will prepare and submit to us if we so request your annual and semi-annual financial statements. We do not require

that your financial statements be independently audited, but you will send us a copy of your audited statements if you have them audited and we ask for them.

3.10 Insurance. You will obtain and maintain during the Term of this Agreement the insurance coverage required under the System Standards Manual from insurers meeting the standards established in the Manual. Unless we instruct you otherwise, your liability insurance policies will name Days Inns of America, Inc., Cendant Finance Holding Corporation and Cendant Corporation, their successors and assigns as additional insureds.

3.11 Conferences. You (or your representative with executive authority if you are an entity) will attend each annual Chain conference and pay the Conference Fee we set for the Chain licensees, if and when we determine to hold an annual Chain conference. Mandatory recurrent training for licensees and managers described in Section 4.1.3 may be held at a conference. The Fee will be the same for all Chain Facilities that we license in the United States. You will receive reasonable notice of a Chain conference.

3.12 Purchasing. You will purchase or obtain certain items we designate as proprietary or that bear Marks, such as signage, only from suppliers we approve. You may purchase any other items for the Facility from any competent source you select, so long as the items meet or exceed System Standards.

3.13 Good Will. You will use reasonable efforts to protect, maintain and promote the name "Days Inn" and its distinguishing characteristics, and the other Marks. You will not permit or allow your officers, directors, principals, employees, representatives, or guests of the Facility to engage in conduct which is unlawful or damaging to the good will or public image of the Chain or System. You will participate in Chain-wide guest service and satisfaction guaranty programs we require in good faith for all Chain Facilities. You will follow System Standards for identification of the Facility and for you to avoid confusion on the part of guests, creditors, lenders, investors and the public as to your ownership and operation of the Facility, and the identity of your owners.

3.14 Facility Modifications. You may materially modify, diminish or expand the Facility (or change its interior design, layout, FF&E, or facilities) only after you receive our prior written consent, which we will not unreasonably withhold or delay. You will pay our Rooms Addition Fee then in effect for each guest room you add to the Facility. If we so request, you will obtain our prior written approval of the plans and specifications for any material modification, which we will not unreasonably withhold or delay. You will not open to the public any material modification until we inspect it for compliance with the Approved Plans and System Standards.

3.15 Courtesy Lodging. You will provide lodging at the "Employee Rate" established in the System Standards Manual from time to time (but only to the extent that adequate room vacancies exist) to our representatives traveling on business, but not more than three standard guest rooms at the same time.

3.16 Minor Renovations. Beginning three years after the Opening Date, we may issue a "Minor Renovation Notice" to you that will specify reasonable Facility upgrading and renovation requirements (a "Minor Renovation") to be commenced no sooner than 60 days after the notice is issued, having an aggregate cost for labor, FF&E and materials estimated by us to be not more than the Minor Renovation Ceiling Amount. You will perform the Minor Renovations as and when the Minor Renovation Notice requires. We will not issue a Minor Renovation Notice within three

years after the date of a price. Minor Renovation Notice, or if the three most recent quality assurance inspection scores of the Facility averaged at least 425 points or equivalent and the most recent quality assurance inspection score for the Facility was at least 400 points or equivalent when the Facility is otherwise eligible for a Minor Renovation.

4. Our Operating and Service Obligations. We will provide you with the following services and assistance:

4.1 Training. We will offer hospitality management training, property opening, recurrent training and supplemental training.

4.1.1 Management Training. Between 60 days before and 60 days after the projected Opening Date, we will provide (subject to space availability), and you or a person with executive authority if you are an entity and a Facility manager (usually the general manager) must complete, a training program to our satisfaction. The training program will be held at a location in the United States we designate, will not exceed two weeks in duration, and will cover such topics as System Standards, services available from us, and operating a Chain Facility. We may charge you a reasonable fee for materials for each manager trainee. Any replacement general manager of the Facility must complete the training program within the time specified in the System Standards Manual. No tuition will be charged for your first participation in this training but you must pay for your representative's travel, lodging, meals, incidental expenses, compensation and benefits. We may charge you reasonable tuition for training for replacement general managers.

4.1.2 Property Opening Training. We will provide at the Facility or another agreed location a "Property Opening Training" program (at our discretion as to length and scheduling) to assist you in opening the Facility. There is no tuition for the Property Training Program. However, you will provide our representatives with lodging during the Program and pay us a fee of \$150.00 to offset our representatives' travel, meal and other out-of-pocket expenses.

4.1.3 Recurrent Training. We will provide training for you and the Facility's manager if we determine that additional training for licensees and managers is necessary from time to time. Training will be held in our U.S. training center or other locations. You will pay for your representative's travel, lodging, meals, incidental expenses, compensation and benefits for this training. This training may be held in conjunction with a Chain conference.

4.1.4 Supplemental Training. We may offer optional training programs without charge or for tuition. There is usually a tuition charge for additional training which is provided to you or your staff at your request. We may offer or sell to you video tapes, computer discs or other on-site training aids and materials, or require you to buy them at reasonable prices.

4.1.5 Licensee Orientation Training. We will conduct, and you (or a person with executive authority if you are an entity) will attend an orientation program to familiarize you with the System, the Chain, and our services in a location we designate in the United States, before or within 30 days after the Opening Date. The program will be no longer than three days. There will be no tuition charged but you will pay for the travel, lodging and meals of the persons who attend the program. If you become the licensee of additional Chain Facilities after you attend the program one time, attendance will be at your option.

4.1.6 We may charge you a reasonable cancellation fee if you cancel your training program commitments or reservations within 30 days (or such shorter period as we may specify) before the start of any training program at which you or your representative has a reservation. We may charge you tuition for your representatives to attend mandatory sessions other than those people we require to attend the training and fees for instructional materials.

4.2 Reservation System. We will operate and maintain (directly or by subcontracting with an affiliate or one or more third parties) a computerized Reservation System or such technological substitute(s) as we determine, in our discretion. We will use the Basic Reservation Charge for the acquisition, development, support, equipping, maintenance, improvement and operation of the Reservation System. We will provide software maintenance for the software we license to you to connect to the Reservation System if your Recurring Fee payments are up to date. The Facility will participate in the Reservation System, commencing with the Opening Date for the balance of the Term. We have the right to provide reservation services to lodging facilities other than Chain Facilities or to other parties. We will not offer callers to our general consumer toll free reservation telephone number in the United States the opportunity to make reservations for other lodging chains.

4.3 Marketing.

4.3.1 We will promote public awareness and usage of Chain Facilities by implementing advertising, promotion, publicity, market research and other marketing programs, training programs and related activities, and the production and distribution of Chain publications and directories of hotels. We will determine in our discretion: (i) The nature and type of media placement; (ii) The allocation (if any) among international, national, regional and local markets; and (iii) The nature and type of advertising copy, other materials and programs. We or an affiliate may be reimbursed for the reasonable direct and indirect costs, overhead or other expenses of providing marketing services. We are not obligated to supplement or advance funds available from System licensees to pay for marketing activities. We do not promise that the Facility or you will benefit directly or proportionately from marketing activities.

4.3.2 We may, at our discretion, implement special international, national, regional or local promotional programs (which may or may not include the Facility) and may make available to you (to use at your option) media advertising copy and other marketing materials for prices which reasonably cover the materials' direct and indirect costs.

4.3.3 We will publish the Chain Directory. We will include the Facility in the Chain Directory after it opens if you submit the information we request on time, and you are not in default under this Agreement at the time we must arrange for publication. We will supply Directories to you for display at locations specified in the System Standards Manual or policy statements. We may assess you a reasonable charge for the direct and indirect expenses (including overhead) of producing and delivering the Directories.

4.4 Purchasing. We may offer optional assistance to you with purchasing items used at or in the Facility. Our affiliates may offer this service on our behalf. We may restrict the vendors authorized to sell proprietary or Mark-bearing items in order to control quality, provide for consistent service or obtain volume discounts. We will maintain and provide to you lists of suppliers approved to furnish Mark-bearing items, or whose products conform to System Standards.

4.5 The System. We will control and establish requirements for all aspects of the System. We may, in our discretion, change, delete from or add to the System, including any of the Marks or System Standards, in response to changing market conditions. We may, in our discretion, permit deviations from System Standards, based on local conditions and our assessment of the circumstances.

4.6 Consultations and Standards Compliance. We will assist you to understand your obligations under System Standards by telephone, mail, during quality assurance inspections, through the System Standards Manual, at training sessions and during conferences and meetings we conduct. We will provide telephone and mail consultation on Facility operation and marketing through our representatives.

4.7 System Standards Manual and Other Publications. We will specify System Standards in the System Standards Manual, policy statements or other publications. We will lend you one copy of the System Standards Manual promptly after we sign this Agreement. We will send you any System Standards Manual revisions and/or supplements as and when issued. We will send you all other publications for Chain licensees and all separate policy statements in effect from time to time.

4.8 Inspections and Audits. We have the unlimited right to conduct unannounced quality assurance inspections of the Facility and its operations, records and Mark usage to test the Facility's compliance with System Standards and this Agreement, and the audits described in Section 3.8. We have the unlimited right to reinspect if the Facility does not achieve the score required on an inspection. We may impose a reinspection fee and will charge you for our costs as provided in Section 3.8. You will pay us an "Audit Fee" of \$300.00 when we invoice you for an Audit Fee under Section 3.8. We may increase the Audit Fee on a Chain-wide basis to cover any increases in our audit costs to not more than \$500.00, effective any time after December 31, 2005. Our inspections are solely for the purposes of checking compliance with System Standards.

5. Term. The Term begins on the Effective Date and expires on the day prior to the fifteenth anniversary of the Opening Date. Some of your duties and obligations will survive termination or expiration of this Agreement. You will execute and deliver to us with this Agreement a notarized Declaration of License Agreement in recordable form. We will countersign and return one copy of the Declaration to you. We may, at our option, record the Declaration in the real property records of the county where the Facility is located. The Declaration will be released at your request and expense when this Agreement terminates or expires and you perform your post-termination obligations. NEITHER PARTY HAS RENEWAL RIGHTS OR OPTIONS.

6. Initial Fees.

6.1 Application and Initial Fees. We have received from you a non-refundable Application Fee of \$1,000.00. You will pay us a non-refundable Initial Fee in the amount of \$1,000.00, when you sign this Agreement, which is fully earned when we sign this Agreement.

7. Recurring Fees, Taxes and Interest.

7.1 You will pay us certain "Recurring Fees" in U.S. dollars (or such other currency as we may direct if the Facility is outside the United States) ten days after the month in which they accrue, without billing or demand. Recurring Fees include the following:

7.1.1 A "Royalty" equal to six and five-tenths percent (6.5%) of Gross Room Revenues of the Facility accruing during the calendar month, accrues from the earlier of the Opening Date or the date you identify the Facility as a Chain Facility or operate it under a Mark until the end of the Term.

7.1.2 A "Reservation System User Fee" including a "Basic Reservation Charge" for participation in and availability of the Reservation System as set forth in Schedule C, and the charges and fees referred to in Schedule C or Section 4.2 of this Agreement, accrues from the Opening Date until the end of the Term, including during suspension periods. We reserve the right to increase or modify the Reservation System User Fees for all Chain Facilities, and to add other fees and charges for new services, at our sole discretion as to amount or formula, from time to time, but with at least 30 days prior written notice, by substituting a new Schedule C or otherwise, to reflect changes in the fully allocated costs of providing Reservation System-related services, and to add, drop or modify the types of reservation services we offer. You will also pay or reimburse us for travel and other agent commissions paid for certain reservations at the Facility and a "GDS Fee" levied to pay for reservations for the Facility originated or processed through the Global Distribution System, the Internet and other reservation systems and networks. We may charge a reasonable service fee for this service. We may charge Facilities using the System outside the United States for reservation service using a different formula.

7.2 You will pay to us "Taxes" equal to any federal, state or local sales, gross receipts, use, value added, excise or similar taxes assessed against us on the Recurring Fees by the jurisdictions where the Facility is located, but not including any income tax, franchise or other tax for the privilege of doing business by us in your State. You will pay Taxes to us when due.

7.3 "Interest" is payable when you receive our invoice on any past due amount payable to us under this Agreement at the rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is less, accruing from the due date until the amount is paid.

7.4 If a transfer occurs, your transferee or you will pay us our then current Application Fee and a "Relicense Fee" equal to the Initial Fee we would then charge a new licensee for the Facility.

8. Indemnifications.

8.1 Independent of your obligation to procure and maintain insurance, you will indemnify, defend and hold the Indemnitees harmless, to the fullest extent permitted by law, from and against all Losses and Expenses, incurred by any Indemnatee for any investigation, claim, action, suit, demand, administrative or alternative dispute resolution proceeding, relating to or arising out of any transaction, occurrence or service at, or involving the operation of, the Facility, any breach or violation of any contract or any law, regulation or ruling by, or any act, error or omission (active or passive) of, you, any party associated or affiliated with you or any of the owners, officers, directors, employees, agents or contractors of you or your affiliates, including when you are alleged or held to be the actual, apparent or ostensible agent of the Indemnatee, or the active or passive negligence of any Indemnatee is alleged or proven. You have no obligation to indemnify an Indemnatee for damages to compensate for property damage or personal injury if a court of competent jurisdiction makes a final decision not subject to further appeal that the Indemnatee engaged in willful misconduct or intentionally caused such property damage or bodily injury. This exclusion from the

obligation to indemnify shall not, however, apply if the property damage or bodily injury resulted from the use of reasonable force by the Indemnitee to protect persons or property.

8.2 You will respond promptly to any matter described in the preceding paragraph, and defend the Indemnitee. You will reimburse the Indemnitee for all costs of defending the matter, including reasonable attorneys' fees, incurred by the Indemnitee if your insurer or you do not assume defense of the Indemnitee promptly when requested, or separate counsel is appropriate, in our discretion, because of actual or potential conflicts of interest. We must approve any resolution or course of action in a matter that could directly or indirectly have any adverse effect on us or the Chain, or could serve as a precedent for other matters.

8.3 We will indemnify, defend and hold you harmless, to the fullest extent permitted by law, from and against all Losses and Expenses incurred by you in any action or claim arising from your proper use of the System alleging that your use of the System and any property we license to you is an infringement of a third party's rights to any trade secret, patent, copyright, trademark, service mark or trade name. You will promptly notify us in writing when you become aware of any alleged infringement or an action is filed against you. You will cooperate with our defense and resolution of the claim. We may resolve the matter by obtaining a license of the property for you at our expense, or by requiring that you discontinue using the infringing property or modify your use to avoid infringing the rights of others.

9. Your Assignments, Transfers and Conveyances.

9.1 **Transfer of the Facility.** This Agreement is personal to you (and your owners if you are an entity). We are relying on your experience, skill and financial resources (and that of your owners and the guarantors, if any) to sign this Agreement with you. You may finance the Facility and grant a lien, security interest or encumbrance on it without notice to us or our consent. If a Transfer is to occur, the transferee or you must comply with Section 9.3. Your License is subject to termination when the Transfer occurs. The License is not transferable to your transferee, who has no right or authorization to use the System and the Marks when you transfer ownership or possession of the Facility. The transferee may not operate the Facility under the System, and you are responsible for performing the post-termination obligations in Section 13. You and your owners may, only with our prior written consent and after you comply with Sections 9.3 and 9.6, assign, pledge, transfer, delegate or grant a security interest in all or any of your rights, benefits and obligations under this Agreement, as security or otherwise. Transactions involving Equity Interests that are not Equity Transfers do not require our consent and are not Transfers.

9.2 **Public Offerings and Registered Securities.** You may engage the first registered public offering of your Equity Interests only after you pay us a public offering fee equal to \$15,000. Your Equity Interests (or those of a person, parent, subsidiary, sibling or affiliate entity, directly or indirectly effectively controlling you), are freely transferable without the application of this Section if they are, on the Effective Date, or after the public offering fee is paid, they become, registered under the federal Securities Act of 1933, as amended, or a class of securities registered under the Securities Exchange Act of 1934, as amended, or listed for trading on a national securities exchange or the automated quotation system of the National Association of Securities Dealers, Inc. (or any successor system), provided that any tender offer for at least a majority of your Equity Interests will be an Equity Transfer subject to Section 9.1.

9.3 Conditions. We may, to the extent permitted by applicable law, condition and withhold our consent to a Transfer when required under this Section 9 until the transferee and you meet certain conditions. If a Transfer is to occur, the transferee (or you, if an Equity Transfer is involved) must first complete and submit our Application, qualify to be a licensee in our sole discretion, given the circumstances of the proposed Transfer, provide the same supporting documents as a new license applicant, pay the Application and Relicense Fees then in effect, sign the form of License Agreement we then offer in conversion transactions and agree to renovate the Facility as if it were an existing facility of similar age and condition converting to the System, as we reasonably determine. We will provide a Punch List of improvements we will require after the transferee's Application is submitted to us. We must also receive general releases from you and each of your owners, and payment of all amounts then owed to us and our affiliates by you, your owners, your affiliates, the transferee, its owners and affiliates, under this Agreement or otherwise. Our consent to the transaction will not be effective until these conditions are satisfied.

9.4 Permitted Transferee Transactions. You may transfer an Equity Interest or effect an Equity Transfer to a Permitted Transferee without obtaining our consent, renovating the Facility or paying a Relicense Fee or Application Fee. No Transfer will be deemed to occur. You also must not be in default and you must comply with the application and notice procedures specified in Sections 9.3 and 9.6. Each Permitted Transferee must first agree in writing to be bound by this Agreement, or at our option, execute the License Agreement form then offered prospective licensees. No transfer to a Permitted Transferee shall release a living transferor from liability under this Agreement or any guarantor under any Guaranty of this Agreement. You must comply with this Section if you transfer the Facility to a Permitted Transferee. A transfer resulting from a death may occur even if you are in default under this Agreement.

9.5 Attempted Transfers. Any transaction requiring our consent under this Section 9 in which our consent is not first obtained shall be void, as between you and us. You will continue to be liable for payment and performance of your obligations under this Agreement until we terminate this Agreement, all your financial obligations to us are paid and all System identification is removed from the Facility.

9.6 Notice of Transfers. You will give us at least 30 days prior written notice of any proposed Transfer or Permitted Transferee transaction. You will notify us when you sign a contract to Transfer the Facility and 10 days before you intend to close on the transfer of the Facility. We will respond to all requests for our consent and notices of Permitted Transferee transactions within a reasonable time not to exceed 30 days. You will notify us in writing within 30 days after a change in ownership of 25% or more of your Equity Interests that are not publicly held or that is not an Equity Transfer, or a change in the ownership of the Facility if you are not its owner. You will provide us with lists of the names, addresses, and ownership percentages of your owner(s) at our request.

10. Our Assignments. We may assign, delegate or subcontract all or any part of our rights and duties under this Agreement, including by operation of law, without notice and without your consent. We will have no obligations to you after you are notified that our transferee has assumed our obligations under this Agreement except those that arose before we assign this Agreement.

11. Default and Termination.

11.1 Default. In addition to the matters identified in Section 3.1, you will be in default under this Agreement if (a) you do not pay us when a payment is due, (b) you do not perform any of your other obligations when this Agreement and the System Standards Manual require, or (c) if you otherwise breach this Agreement. If your default is not cured within ten days after you receive written notice from us that you have not filed your monthly report, paid us any amount that is due or breached your obligations regarding Confidential Information, or within 30 days after you receive written notice from us of any other default (except as noted below), then we may terminate this Agreement by written notice to you under Section 11.2. We will not exercise our right to terminate if you have completely cured your default, or until any waiting period required by law has elapsed. In the case of quality assurance default, if you have acted diligently to cure the default but cannot do so and have entered into a written improvement agreement with us within 30 days after the failing inspection, you may cure the default within 90 days after the failing inspection. We may terminate the License if you do not perform that improvement agreement.

11.2 Termination. We may terminate the License, or this Agreement if the Opening Date has not occurred, effective when we send written notice to you or such later date as required by law or as stated in the default notice, when (1) you do not cure a default as provided in Section 11.1 or we are authorized to terminate under Section 3.1, (2) you discontinue operating the Facility as a "Days Inn", (3) you do or perform, directly or indirectly, any act or failure to act that in our reasonable judgment is or could be injurious or prejudicial to the goodwill associated with the Marks or the System, (4) you lose possession or the right to possession of the Facility, (5) you (or any guarantor) suffer the termination of another license or License Agreement with us or one of our affiliates, (6) you intentionally maintain false books and records or submit a materially false report to us, (7) you (or any guarantor) generally fail to pay debts as they come due in the ordinary course of business, (8) you, any guarantor or any of your owners or agents misstated to us or omitted to tell us a material fact to obtain or maintain this Agreement with us, (9) you receive two or more notices of default from us in any one year period (whether or not you cure the defaults), (10) a violation of Section 9 occurs, or a Transfer occurs before the relicensing process is completed, (11) you or any of your Equity Interest owners contest in court the ownership or right to franchise or license all or any part of the System or the validity of any of the Marks, (12) you, any guarantor or the Facility is subject to any voluntary or involuntary bankruptcy, liquidation, dissolution, receivership, assignment, reorganization, moratorium, composition or a similar action or proceeding that is not dismissed within 60 days after its filing, or (13) you maintain or operate the Facility in a manner that endangers the health or safety of the Facility's guests.

11.3 Casualty and Condemnation.

11.3.1 You will notify us promptly after the Facility suffers a Casualty that prevents you from operating in the normal course of business, with less than 75% of guest rooms available. You will give us information on the availability of guest rooms and the Facility's ability to honor advance reservations. You will tell us in writing within 60 days after the Casualty whether or not you will restore, rebuild and refurbish the Facility to conform to System Standards and its condition prior to the Casualty. This restoration will be completed within 180 days after the Casualty. You may decide within the 60 days after the Casualty, and if we do not hear from you, we will assume that you have decided, to terminate this Agreement, effective as of the date of your notice or 60 days after the Casualty, whichever comes first. If this Agreement so terminates, you will pay all

amounts accrued prior to termination and follow the post-termination requirements in Section 13. You will not be obligated to pay Liquidated Damages if the Facility will no longer be used as an extended stay or transient lodging facility after the Casualty.

11.3.2 You will notify us in writing within 10 days after you receive notice of any proposed Condemnation of the Facility, and within 10 days after receiving notice of the Condemnation date. This Agreement will terminate on the date the Facility or a substantial portion is conveyed to or taken over by the condemning authority.

11.4 **Our Other Remedies.** We may suspend the Facility from the Reservation System for any default or failure to pay or perform under this Agreement, discontinue Reservation System referrals to the Facility for the duration of such suspension, and may divert previously made reservations to other Chain Facilities after giving notice of non-performance, non-payment or default. All Reservation System User Fees accrue during the suspension period. We may deduct points under our quality assurance inspection program for your failure to comply with this Agreement or System Standards. Reservation service will be restored after you have fully cured any and all defaults and failures to pay and perform. We may omit the Facility from the Directory if you are in default on the date we must determine which Chain Facilities are included in the Directory. You recognize that any use of the System not in accord with this Agreement will cause us irreparable harm for which there is no adequate remedy at law, entitling us to injunctive and other relief. We may litigate to collect amounts due under this Agreement without first issuing a default or termination notice. Our consent or approval may be withheld if needed while you are in default under this Agreement or may be conditioned on the cure of all your defaults.

11.5 **Your Remedies.** If we fail to issue our approval or consent as and when required under this Agreement within a reasonable time of not less than 30 days after we receive all of the information we request, and you believe our refusal to approve or consent is wrongful, you may bring a legal action against us to compel us to issue our approval or consent to the obligation. To the extent permitted by applicable law, this action shall be your exclusive remedy. We shall not be responsible for direct, indirect, special, consequential or exemplary damages, including, but not limited to, lost profits or revenues.

12. Liquidated Damages.

12.1 **Generally.** If we terminate the License under Section 11.2, or you terminate this Agreement (except under Section 11.3 or as a result of our default which we do not cure within a reasonable time after written notice), you will pay us within 30 days following the date of termination, as Liquidated Damages, an amount equal to the sum of accrued Royalties and Basic Reservation Charges during the immediately preceding 24 full calendar months (or the number of months remaining in the unexpired Term (the "Ending Period") at the date of termination, whichever is less). If the Facility has been open for fewer than 24 months, then the amount shall be the average monthly Royalties and Basic Reservation Charges since the Opening Date multiplied by 24. You will also pay any applicable Taxes assessed on such payment. Before the Ending Period, Liquidated Damages will not be less than the product of \$2,000.00 multiplied by the number of guest rooms in the Facility. If we terminate this Agreement under Section 3 before the Opening Date, you will pay us within 10 days after you receive our notice of termination Liquidated Damages equal to one-half the amount payable for termination under Section 11.2. Liquidated Damages are paid in place of our claims for lost future Recurring Fees under this Agreement. Our right to receive other amounts due under this Agreement is not affected.

12.2 Condemnation Payments. In the event a Condemnation is to occur, you will pay us the fees set forth in Section 7 for a period of one year after we receive the initial notice of condemnation described in Section 11.3.2, or until the Condemnation occurs, whichever is longer. You will pay us Liquidated Damages equal to the average daily Royalties and Basic Reservation Charges for the one year period preceding the date of your condemnation notice to us multiplied by the number of days remaining in the one year notice period if the Condemnation is completed before the one year notice period expires. This payment will be made within 30 days after Condemnation is completed (when you close the Facility or you deliver it to the condemning authority). You will pay no Liquidated Damages if the Condemnation is completed after the one year notice period expires, but you must pay the fees set forth in Section 7 when due until Condemnation is completed.

13. Your Duties At and After Termination. When the License or this Agreement terminates for any reason whatsoever:

13.1 System Usage Ceases. You will immediately stop using the System to operate and identify the Facility. You will remove all signage and other items bearing any Marks and follow the other steps detailed in the System Standards Manual for changing the identification of the Facility. You will promptly paint over or remove the Facility's distinctive System trade dress, color schemes and architectural features.

13.2 Other Duties. You will pay all amounts owed to us under this Agreement within 10 days after termination. You will owe us Recurring Fees on Gross Room Revenues accruing while the Facility is identified as a "Days Inn", including the Reservation System User Fees for so long as the Facility receives service from the Reservation System. We may immediately remove the Facility from the Reservation System and divert reservations as authorized in Section 11.4. We may also, to the extent permitted by applicable law, and without prior notice enter the Facility and any other parcels, remove software (including archive and back-up copies) for accessing the Reservation System, all copies of the System Standards Manual, Confidential Information, equipment and all other personal property of ours, and paint over or remove and purchase for \$10.00, all or part of any interior or exterior Mark-bearing signage (or signage face plates), including billboards, whether or not located at the Facility, that you have not removed or obliterated within five days after termination. You will promptly pay or reimburse us for our cost of removing such items, net of the \$10.00 purchase price for signage. We will exercise reasonable care in removing or painting over signage. We will have no obligation or liability to restore the Facility to its condition prior to removing the signage. We shall have the right, but not the obligation, to purchase some or all of the Facility's Mark-bearing FF&E and supplies at the lower of their cost or net book value, with the right to set off their aggregate purchase price against any sums then owed us by you.

13.3 Advance Reservations. The Facility will honor any advance reservations, including group bookings, made for the Facility prior to termination at the rates and on the terms established when the reservations are made and pay when due all related travel agent commissions.

13.4 Survival of Certain Provisions. Sections 3.8 (as to audits, for 2 years after termination), 3.9 (as to information relating to the Term, for 2 years after termination), 3.13, 7 (as to amounts accruing through termination), 8, 11.4, 12, 13, 15, 16 and 17 survive termination of the License and this Agreement, whether termination is initiated by you or us, even if termination is wrongful.

14. Your Representations and Warranties. You expressly represent and warrant to us as follows:

14.1 Quiet Enjoyment and Financing. You own, or will own prior to commencing improvement, or lease, the Location and the Facility. You will be entitled to possession of the Location and the Facility during the entire Term without restrictions that would interfere with your performance under this Agreement, subject to the reasonable requirements of any financing secured by the Facility. You have, when you sign this Agreement, and will maintain during the Term, adequate financial liquidity and financial resources to perform your obligations under this Agreement.

14.2 This Transaction. You have received, at least 10 business days prior to execution of this Agreement and making any payment to us, our current Uniform Franchise Offering Circular for prospective licensees. Neither we nor any person acting on our behalf has made any oral or written representation or promise to you that is not written in this Agreement on which you are relying to enter into this Agreement. You release any claim against us or our agents based on any oral or written representation or promise not stated in this Agreement. You and the persons signing this Agreement for you have full power and authority and have been duly authorized, to enter into and perform or cause performance of your obligations under this Agreement. You have obtained all necessary approvals of your owners, Board of Directors and lenders. Your execution, delivery and performance of this Agreement will not violate, create a default under or breach of any charter, bylaws, agreement or other contract, license, permit, indebtedness, certificate, order, decree or security instrument to which you or any of your principal owners is a party or is subject or to which the Facility is subject. Neither you nor the Facility is the subject of any current or pending merger, sale, dissolution, receivership, bankruptcy, foreclosure, reorganization, insolvency, or similar action or proceeding on the date you execute this Agreement and was not within the three years preceding such date, except as disclosed in the Application. You will submit to us the documents about the Facility, you, your owners and your finances that we request in the License Application (or after our review of your initial submissions) before or within 30 days after you sign this Agreement.

14.3 No Misrepresentations or Implied Covenants. All written information you submit to us about the Facility, you, your owners, any guarantor, or the finances of any such person or entity, was or will be at the time delivered and when you sign this Agreement, true, accurate and complete, and such information contains no misrepresentation of a material fact, and does not omit any material fact necessary to make the information disclosed not misleading under the circumstances. There are no express or implied covenants or warranties, oral or written, between we and you except as expressly stated in this Agreement.

15. Proprietary Rights.

15.1 Marks and System. You will not acquire any interest in or right to use the System or Marks except under this Agreement. You will not apply for governmental registration of the Marks, or use the Marks or our corporate name in your legal name, but you may use a Mark for an assumed business or trade name filing.

15.2 Inurements. All present and future distinguishing characteristics, improvements and additions to or associated with the System by us, you or others, and all present and future service marks, trademarks, copyrights, service mark and trademark registrations used and to be used as part of the System, and the associated good will, shall be our property and will inure to our benefit. No good will shall attach to any secondary designator that you use.

15.3 Other Locations and Systems. We and our affiliates each reserve the right to own, in whole or in part, and manage, operate, use, lease, finance, sublease, franchise, license (as licensor or licensee), provide services to or joint venture (i) distinctive separate lodging or food and beverage marks and other intellectual property which are not part of the System, and to enter into separate agreements with you or others (for separate charges) for use of any such other marks or proprietary rights, (ii) other lodging, food and beverage facilities, or businesses, under the System utilizing modified System Standards, and (iii) a Chain Facility at or for any location other than the Location.

There are no territorial rights or agreements between the parties. You acknowledge that we are affiliated with or in the future may become affiliated with other lodging providers or franchise systems that operate under names or marks other than the Marks. We and our affiliates may use or benefit from common hardware, software, communications equipment and services and administrative systems for reservations, franchise application procedures or committees, marketing and advertising programs, personnel, central purchasing, approved supplier lists, franchise sales personnel (or independent franchise sales representatives), etc.

15.4 Confidential Information. You will take all appropriate actions to preserve the confidentiality of all Confidential Information. Access to Confidential Information should be limited to persons who need the Confidential Information to perform their jobs and are subject to your general policy on maintaining confidentiality as a condition of employment or who have first signed a confidentiality agreement. You will not permit copying of Confidential Information (including, as to computer software, any translation, decompiling, decoding, modification or other alteration of the source code of such software). You will use Confidential Information only for the Facility and to perform under this Agreement. Upon termination (or earlier, as we may request), you shall return to us all originals and copies of the System Standards Manual, policy statements and Confidential Information "fixed in any tangible medium of expression," within the meaning of the U.S. Copyright Act, as amended. Your obligations under this subsection commence when you sign this Agreement and continue for trade secrets (including computer software we license to you) as long as they remain secret and for other Confidential Information, for as long as we continue to use the information in confidence, even if edited or revised, plus three years. We will respond promptly and in good faith to your inquiry about continued protection of any Confidential Information.

15.5 Litigation. You will promptly notify us of (i) any adverse or infringing uses of the Marks (or names or symbols confusingly similar), Confidential Information or other System intellectual property, and (ii) or any threatened or pending litigation related to the System against (or naming as a party) you or us of which you become aware. We alone handle disputes with third parties concerning use of all or any part of the System. You will cooperate with our efforts to resolve these disputes. We need not initiate suit against imitators or infringers who do not have a material adverse impact on the Facility, or any other suit or proceeding to enforce or protect the System in a matter we do not believe to be material.

16. Relationship of Parties.

16.1 Independence. You are an independent contractor. You are not our legal representative or agent, and you have no power to obligate us for any purpose whatsoever. We and you have a business relationship based entirely on and circumscribed by this Agreement. No partnership, joint

venture, agency, fiduciary or employment relationship is intended or created by reason of this Agreement. You will exercise full and complete control over and have full responsibility for your contracts, daily operations, labor relations, employment practices and policies, including, but not limited to, the recruitment, selection, hiring, disciplining, firing, compensation, work rules and schedules of your employees.

16.2 Joint Status. If you comprise two or more persons or entities (notwithstanding any agreement, arrangement or understanding between or among such persons or entities) the rights, privileges and benefits of this Agreement may only be exercised and enjoyed jointly. The liabilities and responsibilities under this Agreement will be the joint and several obligations of all such persons or entities.

17. Legal Matters.

17.1 Partial Invalidity. If all or any part of a provision of this Agreement violates the law of your state (if it applies), such provision or part will not be given effect. If all or any part of a provision of this Agreement is declared invalid or unenforceable, for any reason, or is not given effect by reason of the prior sentence, the remainder of the Agreement shall not be affected. However, if in our judgment the invalidity or ineffectiveness of such provision or part substantially impairs the value of this Agreement to us, then we may at any time terminate this Agreement by written notice to you without penalty or compensation owed by either party.

17.2 Waivers, Modifications and Approvals. If we allow you to deviate from this Agreement, we may insist on strict compliance at any time after written notice. Our silence or inaction will not be or establish a waiver, consent, course of dealing, implied modification or estoppel. All modifications, waivers, approvals and consents of or under this Agreement by us must be in writing and signed by our authorized representative to be effective.

17.3 Notices. Notices will be effective if in writing and delivered by facsimile transmission with confirmation original sent by first class mail, postage prepaid, by delivery service, with proof of delivery, or by first class, prepaid certified or registered mail, return receipt requested, to the appropriate party at its address stated below or as may be otherwise designated by notice. Notices shall be deemed given on the date delivered or date of attempted delivery, if refused.

Your name: OZARK MOTEL PROPERTIES, INC.

Your address: 265 Union Ave., Memphis, TN 38103, Attention: Gopal " Sam" Govan

Your fax No.: (870) 735-2221

Days Inns of America, Inc.:

Our address: 1 Sylvan Way, P.O. Box 278, Parsippany, New Jersey 07054-0278

Attention: Vice President-Franchise Administration; Fax No. (973) 496-5359

17.4 Remedies. Remedies specified in this Agreement are cumulative and do not exclude any remedies available at law or in equity. The non-prevailing party will pay all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party to enforce this Agreement or collect amounts owed under this Agreement. You consent and waive your objection to the non-exclusive personal jurisdiction of and venue in the New Jersey state courts situated in Morris County, New Jersey and the United States District Court for the District of New Jersey for all cases and controversies under this Agreement or between we and you.



17.5 Miscellaneous. This Agreement will be governed by and construed under the laws of the State of New Jersey. The New Jersey Franchise Practices Act will not apply to any Facility located outside the State of New Jersey. This Agreement is exclusively for the benefit of the parties. There are no third party beneficiaries. No agreement between us and anyone else is for your benefit. The section headings in this Agreement are for convenience of reference only. We may unilaterally revise Schedule C under this Agreement. This Agreement, together with the exhibits and schedules attached, is the entire agreement (superseding all prior representations, agreements and understandings, oral or written) of the parties about the Facility.

17.6 Waiver of Jury Trial. The parties waive the right to a jury trial in any action related to this Agreement or the relationship between the licensor, the licensee, any guarantor, and their respective successors and assigns.

17.7 Special Acknowledgements.

17.7.1 You received our Uniform Franchise Offering Circular (“UFOC”) for prospective licensees at least 10 business days before, and a copy of this Agreement and all other agreements we are asking you to sign at least 5 business days before, signing this Agreement and paying the Initial Fee to us. You have received our UFOC at least 10 business days before you paid any fee to us or signed any contract with us.

17.7.2 Neither we nor any person acting on our behalf has made any oral or written representation or promise to you on which you are relying to enter into this Agreement that is not written in this Agreement. You release any claim against us or our agents based on any oral or written representation or promise not stated in this Agreement.

17.7.3 This Agreement, together with the exhibits and schedules attached, is the entire agreement superseding all previous oral and written representations, agreements and understandings of the parties about the Facility and the License.

17.7.4 You acknowledge that no salesperson has made any promise or provided any information to you about projected sales, revenues, income, profits or expenses from the Facility except as stated in Item 19 of the UFOC or in a writing that is attached to this Agreement.

17.7.5 You understand that the franchise relationship is an arms’ length, commercial business relationship in which each party acts in its own interest.

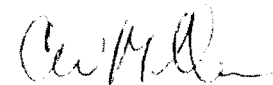
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IN WITNESS WHEREOF the parties have executed this Agreement as of the date first stated above.

WE:

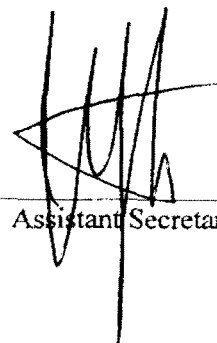
DAYS INNS OF AMERICA, INC.:

By: _____



C. Wayne Miller
Vice President
Franchise Administration

Attest: _____

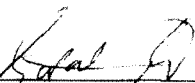


Assistant Secretary

YOU, as licensee:

OZARK MOTEL PROPERTIES, INC.

By: _____



Gopal Govan
CEO

Attest: _____



APPENDIX A

DEFINITIONS

Agreement means this License Agreement.

Application Fee means the fee you pay when you submit your Application under Section 6.

Approved Plans means your plans and specifications for constructing or improving the Facility initially or after opening, as approved by us under Section 3.

Casualty means destruction or significant damage to the Facility by act of God or other event beyond your reasonable anticipation and control.

Chain means the network of Chain Facilities.

Chain Facility means a lodging facility we own, lease, manage, operate or authorize another party to operate using the System and identified by the Marks.

Condemnation means the taking of the Facility for public use by a government or public agency legally authorized to do so, permanently or temporarily, or the taking of such a substantial portion of the Facility that continued operation in accordance with the System Standards, or with adequate parking facilities, is commercially impractical, or if the Facility or a substantial portion is sold to the condemning authority in lieu of condemnation.

Conference Fee means the fee we charge for your attendance at a conference for Chain Facilities and their licensees when and if held.

Confidential Information means any trade secrets we own or protect and other proprietary information not generally known to the lodging industry including confidential portions of the System Standards Manual or information we otherwise impart to you and your representatives in confidence. Confidential Information includes the "Rules of Operation Manual" and all other System Standards manuals and documentation, including those on the subjects of employee relations, finance and administration, field operation, purchasing and marketing, the Reservation System software and applications software.

Declaration means the Declaration of License Agreement you and we sign under Section 5.

Design Standards mean standards specified in the System Standards Manual from time to time for design, construction, renovation, modification and improvement of new or existing Chain Facilities, including all aspects of facility design, number of rooms, rooms mix and configuration, construction materials, workmanship, finishes, electrical, mechanical, structural, plumbing, HVAC, utilities, access, life safety, parking, systems, landscaping, amenities, interior design and decor and the like for a Chain Facility.

Directory means the general purpose directory we publish listing the names and addresses of Chain Facilities, and at our discretion, other Days Inn facilities located outside the United States, Canada and Mexico.

Effective Date means the date that you first take possession of the Facility.

Equity Interests shall include, without limitation, all forms of equity ownership of you, including voting stock interests, partnership interests, limited liability company membership or ownership interests, joint and tenancy interests, the proprietorship interest, trust beneficiary interests and all options, warrants, and instruments convertible into such other equity interests.

Equity Transfer means any transaction in which your owners or you sell, assign, transfer, convey, pledge, or suffer or permit the transfer or assignment of, any percentage of your Equity Interests that will result in a change in control of you to persons other than those disclosed on Schedule B, as in effect prior to the transaction. Unless there are contractual modifications to your owners' rights, an Equity Transfer of a corporation or limited liability company occurs when either majority voting rights or beneficial ownership of more than 50% of the Equity Interests changes. An Equity Transfer of a partnership occurs when a newly admitted partner will be the managing, sole or controlling general partner, directly or indirectly through a change in control of the Equity Interests of an entity general partner. An Equity Transfer of a trust occurs when either a new trustee with sole investment power is substituted for an existing trustee, or a majority of the beneficiaries convey their beneficial interests to persons other than the beneficiaries existing on the Effective Date. An Equity Transfer does not occur when the Equity Interest ownership among the owners of Equity Interests on the Effective Date changes without the admission of new Equity Interest owners. An Equity Transfer occurs when you merge, consolidate or issue additional Equity Interests in a transaction which would have the effect of diluting the voting rights or beneficial ownership of your owners' combined Equity Interests in the surviving entity to less than a majority.

Facility means the Location, together with all improvements, buildings, common areas, structures, appurtenances, facilities, entry/exit rights, parking, amenities, FF&E and related rights, privileges and properties existing at the Location on the Effective Date or afterwards.

FF&E means furniture, fixtures and equipment.

FF&E Standards means standards specified in the System Standards Manual for FF&E and supplies to be utilized in a Chain Facility.

Food and Beverage means any restaurant, catering, bar/lounge, entertainment, room service, retail food or beverage operation, continental breakfast, food or beverage concessions and similar services offered at the Facility.

Gross Room Revenues means gross revenues attributable to or payable for rentals of guest rooms at the Facility, including all credit transactions, whether or not collected, but excluding separate charges to guests for Food and Beverage, room service, telephone charges, key forfeitures and entertainment; vending machine receipts; and federal, state and local sales, occupancy and use taxes.

Improvement Obligation means your obligation to either (i) renovate and upgrade the Facility, or (ii) construct and complete the Facility, in accordance with the Approved Plans and System Standards, as described in Section 3.

Indemnitees means us, our direct and indirect parent, subsidiary and sister corporations, and the respective officers, directors, shareholders, employees, agents and contractors, and the successors, assigns, personal representatives, heirs and legatees of all such persons or entities.

Initial Entry Charge means the fee you are to pay for gaining access to the Reservation System when you sign this Agreement and on the first and second anniversaries of the Effective Date under Section 6.2.

Initial Fee means the fee you are to pay for signing this Agreement as stated in Section 6.1.

License means the non-exclusive license to operate the type of Chain Facility described in Schedule B only at the Location, using the System and the Mark we designate in Section 1.

License Year means the one-year period beginning on the Opening Date and each subsequent anniversary of the Opening Date and ending on the day preceding the next anniversary of the Opening Date.

Liquidated Damages means the amounts payable under Section 12, set by the parties because actual damages will be difficult or impossible to ascertain on the Effective Date and the amount is a reasonable pre-estimate of the damages that will be incurred and is not a penalty.

Location means the parcel of land situated at 105 Airport Road, Ozark, AR 72949, as more fully described in Schedule A.

Losses and Expenses means all payments or obligations to make payments either (i) to or for third party claimants by any and all Indemnitees, including guest refunds, or (ii) incurred by any and all Indemnitees to investigate, respond to or defend a matter, including without limitation investigation and trial charges, costs and expenses, attorneys' fees, experts' fees, court costs, settlement amounts, judgments and costs of collection.

Maintenance Standards means the standards specified from time to time in the System Standards Manual for repair, refurbishment and replacement of FF&E, finishes, decor, and other capital items and design materials in Chain Facilities.

Marks means, collectively (i) the service marks associated with the System published in the System Standards Manual from time to time including, but not limited to, the name, design and logo for "Days Inn" and other marks (U.S. Reg. Nos.: 1,160,430; 1,160,431; 1,420,612; 1,469,518; and 1,003,834) and (ii) trademarks, trade names, trade dress, logos and derivations, and associated good will and related intellectual property interests.

Marks Standards means standards specified in the System Standards Manual for interior and exterior Mark-bearing signage, advertising materials, china, linens, utensils, glassware, uniforms, stationery, supplies, and other items, and the use of such items at the Facility or elsewhere.

Minor Renovation means the repairs, refurbishing, repainting, and other redecorating of the interior, exterior, guest rooms, public areas and grounds of the Facility and replacements of FF&E we may require you to perform under Section 3.16.

Minor Renovation Ceiling Amount means \$3,000.00 per guest room.

Minor Renovation Notice means the written notice from us to you specifying the Minor Renovation to be performed and the dates for commencement and completion given under Section 3.16.

Opening Date means the date on which we authorize you to open the Facility for business identified by the Marks and using the System.

Operations Standards means standards specified in the System Standards Manual for cleanliness, housekeeping, general maintenance, repairs, concession types, food and beverage service, vending machines, uniforms, staffing, employee training, guest services, guest comfort and other aspects of lodging operations.

Permitted Transferee means (i) any entity, natural person(s) or trust receiving from the personal representative of an owner any or all of the owner's Equity Interests upon the death of the owner, if no consideration is paid by the transferee or (ii) the spouse or adult issue of the transferor, if the Equity Interest transfer is accomplished without consideration or payment, or (iii) any natural person or trust receiving an Equity Interest if the transfer is from a guardian or conservator appointed for an incapacitated or incompetent transferor.

Punch List means the list of upgrades and improvements attached as part of Schedule B, which you are required to complete under Section 3.

Recurring Fees means fees paid to us on a periodic basis, including without limitation, Royalties, Reservation System User Fees, and other reservation fees and charges as stated in Section 7.

Relicense Fee means the fee your transferee or you pay to us under Section 7 when a Transfer occurs.

Reservation System User Fees means the fees you pay to us under Section 7 and Schedule C for reservation services, including the Basic Reservation Charge and any other fees we charge for services provided by or through the Reservation System.

Reservation System or "Central Reservation System" means the system for offering to interested parties, booking and communicating guest room reservations for Chain Facilities described in Section 4.2.

Rooms Addition Fee means the fee we charge you for adding guest rooms to the Facility.

Royalty means the monthly fee you pay to us for use of the System under Section 7(a). "Royalties" means the aggregate of all amounts owed as a Royalty.

System means the comprehensive system for providing guest lodging facility services under the Marks as we specify which at present includes only the following: (a) the Marks; (b) other intellectual property, including Confidential Information, System Standards Manual and know-how; (c) marketing, advertising, publicity and other promotional materials and programs; (d) System Standards; (e) training programs and materials; (f) quality assurance inspection and scoring programs; and (g) the Reservation System.

System Standards means the standards for the participating in the System published in the System Standards Manual, including but not limited to Design Standards, FF&E Standards, Marks Standards, Operations Standards, Technology Standards and Maintenance Standards and any other standards, policies, rules and procedures we promulgate about System operation and usage.

System Standards Manual means the Operating Policies Manual, the Planning and Design Standards Manual and any other manual we publish or distribute specifying the System Standards.

Taxes means the amounts payable under Section 7.2 of this Agreement.

Technology Standards means standards specified in the System Standards Manual for local and long distance telephone communications services, telephone, telecopy and other communications systems, point of sale terminals and computer hardware and software for various applications, including, but not limited to, front desk, rooms management, records maintenance, marketing data, accounting, budgeting and interfaces with the Reservation System to be maintained at the Chain Facilities.

Term means the period of time during which this Agreement shall be in effect, as stated in Section 5.

Termination means a termination of the License under Sections 11.1 or 11.2 or your termination of the License or this Agreement.

Transfer means (1) an Equity Transfer, (2) you assign, pledge, transfer, delegate or grant a security interest in all or any of your rights, benefits and obligations under this Agreement, as security or otherwise without our consent as specified in Section 9, (3) you assign (other than as collateral security for financing the Facility) your leasehold interest in (if any), lease or sublease all or any part of the Facility to any third party, (4) you engage in the sale, conveyance, transfer, or donation of your right, title and interest in and to the Facility, (5) your lender or secured party forecloses on or takes possession of your interest in the Facility, directly or indirectly, or (6) a receiver or trustee is appointed for the Facility or your assets, including the Facility. A Transfer does not occur when you pledge or encumber the Facility to finance its acquisition or improvement, you refinance it, or you engage in a Permitted Transferee transaction.

"You" and "Your" means and refers to the party named as licensee identified in the first paragraph of this Agreement and its Permitted Transferees.

"We", "Our" and "Us" means and refers to Days Inns of America, Inc., a Delaware corporation, its successors and assigns.

SCHEDULE A

(Legal Description of Facility)

SCHEDULE B

PART I: YOUR OWNERS:

<u>Name</u>	<u>Ownership Percentage</u>	<u>Type of Equity Interest</u>
Gopal Govan	100.00%	owner

PART II: THE FACILITY:

Primary designation of Facility: Days Inn

Number of approved guest rooms: 42

Parking facilities (number of spaces, description): 42

Other amenities, services and facilities:

PART III: DESCRIPTION AND SCHEDULE OF RENOVATIONS TO BE COMPLETED AS THE IMPROVEMENT OBLIGATION:

[Punch List Waived]

DAYS INNS OF AMERICA, INC.
SCHEDULE C

RESERVATION SYSTEM USER FEES
PROPERTY TO PROPERTY INCENTIVE PROGRAM
EFFECTIVE JUNE 25, 1999

The Basic Reservation Charge is equal to 2.3% of Gross Room Revenues.

The GDS Fee described in Section 7 is \$3.50 per gross reservation communicated through the Global Distribution Systems. Internet-originated reservations carry fees of either (i) \$2.50 per gross reservation booked through the Chain's web site or other Internet sources, or (ii) \$7.00 per gross reservation booked over the TravelWeb.com Internet booking web site. Internet reservations may also carry travel agent commissions if the originator qualifies. If a reservation booked on the GDS, Chain web site or other Internet source, or TravelWeb.com, is canceled by the guest using the same source or web site as was used to make the reservation, you will not be charged the applicable fee. You may discontinue the Facility's TravelWeb.com listing only by giving us written notice. You must pay the TravelWeb.com fee on all reservations booked through that web site until TravelWeb.com makes the delisting request effective. The travel agent commission described in Section 7 is 10% of the Gross Room Revenues generated by each reservation originated by the agent. The general sales agent commission (also known as international sales office commission) is 5% of the Gross Room Revenues generated by each reservation originated in an area served by a general sales agent/international sales office. The "property to property" incentive sales commission is 5% of the Gross Room Revenues generated from each reservation originated by another Chain Facility through the Central Reservation System.

If the number of guest complaints per 1,000 occupied roomnights about you or the Facility in a calendar year exceed the "Annual Facility Allotment" we establish with the approval of the Board of Directors of the Days Inn Licensee Advisory Association, Inc., you will be charged a "First Assessment" of \$10.00 for each additional complaint received during that year. You will be contacted when the complaint is received and you will be responsible to resolve the complaint to the satisfaction of the guest. If you do not respond to any complaint for which you have received a First Assessment within 14 business days after referral to you and the guest contacts us again to seek a response, you will be charged a "Second Assessment" of \$25.00, plus the costs we incur to settle the matter with the guest. If you respond in a timely manner but the guest remains unsatisfied, you will be charged the costs we incur to settle the matter with the guest. You will be informed of your Annual Facility Allotment when it is established. The amounts of the First and Second Assessments may be changed on a Chain-wide basis at any time upon 60 days advance notice, with the approval of the Board.

We reserve the right to increase or modify the Basic Reservation Charge and any other Reservation System User Fees for all Chain Facilities in the United States and to add other fees and charges for new services, at our sole discretion as to amount or formula from time to time but with at least 30 days prior written notice, to reflect changes in our fully allocated costs of providing Reservation System-related services, and to add, drop or modify the types of reservation services offered.

You will receive an incentive commission equal to 5% of the Gross Room Revenues generated by a reservation originated through the Facility's Reservation System terminal. We may establish rules and procedures for this program in the Manuals. Your incentive commissions are payable monthly in arrears. We may use your incentive commission payments to offset amounts you owe us for Recurring Fees and other charges, or owe our Affiliates for other fees and charges.

EXHIBIT B



Days Inns Worldwide, Inc.
1 Sylvan Way
Parsippany, New Jersey 07054

Phone 1-866-582-9104
Fax (800) 643-2107

FRANCHISE ADMINISTRATION

October 18, 2006

VIA UPS

Mr. Nick Patel
Ozark Motel Properties, Inc.
611 Providana Drive
Bryant, AR 72022

Re: License Agreement dated February 14, 2000, between Days Inn Worldwide, Inc. ("we," "our" or "us") and OZARK MOTEL PROPERTIES, INC., a Tennessee corporation ("you" or "your") relating to Days Inn® System Unit #11578 located in Ozark, AR (the "Facility")

Dear Mr. Patel:

We have recently been advised that the above referenced Facility, which, according to our records, was operating with **42** guest rooms, will now be operating with **40** guest rooms.

We are updating our records to reflect the appropriate number of open guest rooms in the Days Inn Directory. Therefore, the number of rentable, operating guest rooms at the Facility will be adjusted from **42** to **40**.

Please note that unless you contact us in writing within ten calendar days of your receipt of this letter to dispute this revised guest room count, we will update our records to reflect the adjusted number noted above. Also, please note that the number of licensed rooms you are authorized to open as reflected in your License Agreement shall remain unchanged.

Please feel free to contact me directly at 973-753-6719 if you have any questions.

Sincerely,

Janet Muscatello

Janet Muscatello
Licensing Coordinator
Franchise Administration

22445X	OCT 18, 2006	ACT WT	LTR	#PK 1
SERVICE 2DA		BILL WT	LTR	
TRACKING# 1222445X0256285772		ALL CURRENCY USD		
COST CENTER: 0065069				
REF 2:				
HANDLING CHARGE 0.00				
REFERENCE RATE CHARGES:				
DV 0.00	COD 0.00	SERVICE	4.94	USD
DC 0.00	HZMT 0.00	RS	0.00	
AH 0.00	NTFY 0.00	SD	0.00	
		SP	0.00	
TOT REF CHG 4.94		REF+HANDLING 4.94		

10-12-2006 12:17PM FROM-

T-531 P.001/001 F-435

10-12-2006 11:27AM FROM-

T-525 P.001/001 F-425

ROOM COUNT UPDATE FORM

FOR SITE #11578-91725, LOCATED IN OZARK, AR

AS OF 10-12-06 (date)

Please update form with requested information and return to: Contracts Administration/Franchise Administration Department, 1 Sylvan Way, Parsippany, NJ 07054. Fax #1-800-643-2107

Number of open rooms: 40

What is the reason for the reduction/addition? Turned INTO Manager Apt

If adding rooms, have the rooms been inspected to ensure that they meet standards? N/A

Has the brand approved the reduction or addition? NO

Manager
Gita Patel

EXHIBIT C

GUARANTY

To induce Days Inns of America, Inc., its successors and assigns ("you") to sign the License Agreement (the "Agreement") with the party named as the "Licensee," to which this Guaranty is attached, the undersigned, jointly and severally ("we," "our" or "us"), irrevocably and unconditionally (i) warrant to you that Licensee's representations and warranties in the Agreement are true and correct as stated, and (ii) guaranty that Licensee's obligations under the Agreement, including any amendments, will be punctually paid and performed.

Upon default by Licensee and notice from you we will immediately make each payment and perform or cause Licensee to perform, each unpaid or unperformed obligation of Licensee under the Agreement. Without affecting our obligations under this Guaranty, you may without notice to us extend, modify or release any indebtedness or obligation of Licensee, or settle, adjust or compromise any claims against Licensee. We waive notice of amendment of the Agreement. We acknowledge that Section 17 of the Agreement, including Sections 17.4 (Remedies, Choice of Venue and Consent to Jurisdiction) and 17.6 (Waiver of Jury Trial), applies to this Guaranty.

Upon the death of an individual guarantor, the estate of the guarantor will be bound by this Guaranty for obligations of Licensee to you existing at the time of death, and the obligations of all other guarantors will continue in full force and effect.

IN WITNESS WHEREOF, each of us has signed this Guaranty effective as of the date of the Agreement.

WITNESSES:

M. L. White

GUARANTORS:

Gopal Govan (Seal)
Gopal Govan

EXHIBIT D

WYNDHAM

HOTEL GROUP

Wyndham Hotel Group – Contracts/Compliance
22 Sylvan Way
Parsippany, New Jersey 07054
(973) 753-6000 telephone
(800) 880-9445 facsimile
www.wyndhamworldwide.com

February 8, 2012

VIA 2 DAY DELIVERY METHOD

Mr. Sam Govan
OZARK MOTEL PROPERTIES, INC.
265 Union Avenue
Memphis, TN 38103

2/8/2012

**RE: NOTICE OF MONETARY DEFAULT RELATING TO DAYS® UNIT #11578-91725-2
LOCATED IN OZARK, AR (THE “FACILITY”)**

Dear Mr. Govan:

I write on behalf of DAYS INNS WORLDWIDE, INC. (“we,” “us,” or “our”) regarding the License Agreement dated February 14, 2000 between OZARK MOTEL PROPERTIES, INC. (“you” or “your”) and us (the “Agreement”). We write to give you formal notice that you are in default under the Agreement.

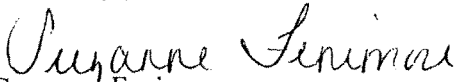
The Agreement requires you to timely pay us the Recurring Fees and other charges relating to your operation of the Facility under the System. Our Financial Services Department advises us that as of February 6, 2012, your account is past due in the amount of **\$66,275.36**. We have enclosed an itemized statement detailing the fees past due. Under the Agreement, you have 10 days to pay this amount to us in order to cure your default. If you do not pay this amount within the time permitted, we reserve all rights under the terms of the Agreement including but not limited to termination of the Agreement and your right to operate in the Days System. Also, the Facility’s access to our central reservation system has been suspended since May 24, 2011.

This Notice does not modify, replace, or affect any default under the Agreement, or any other default and termination notices, if any, from us or any of our affiliates regarding the Facility.

We hope you will take this opportunity to resolve your monetary default. If you have any questions regarding your default or how it can be timely cured, please contact Operations Support Desk at (800) 443-3009.



Sincerely yours,



Suzanne Fenimore

Director

Contracts Compliance, Legal

Enclosure

cc: Clyde Guinn
Mona Christian
Valerie Capers Workman

Report Date : 06-FEB-12

ITEMIZED STATEMENT

As of Date (DD-MMM-YYYY) : 06-FEB-2012
 Customer No : 11578-91725-02-DAY
 Category Set :
 Category Group :
 Group No :
 Bankruptcy : No Bankruptcy Sites
 Disputed : No
 Finance Charges Included: Yes

Page 1 of 10

Report Date : 06-FEB-12

ITEMIZED STATEMENT

Customer No : 11578-91725-02-DAY
 Address : 105 AIRPORT RD., OZARK, AR, 72949-9204, US
 As of Date: 06-FEB-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
JUN-2010	41440370	30-JUN-10	Actual-1000A-RO		0.00	0.00	56.28	56.28
			Sub Total		0.00	0.00	56.28	56.28
JUL-2010	10471794 30462050	01-JUL-10 12-JUL-10	GUEST SATISFACT PM SYSTEM SOFTW		35.00 226.04	0.00 19.21	4.77 119.91	39.77 365.16

Page 2 of 12

30462049	12-JUL-10	SoftHotel Hardw	113.82	9.67	60.35	183.84
30462051	12-JUL-10	PM SYSTEM TRAIN	0.00	0.00	238.12	238.12
30462053	12-JUL-10	PM SYSTEM HW WR	0.00	0.00	9.10	9.10
30462052	12-JUL-10	EQUIP SHIPPING	14.50	1.23	7.68	23.41
TA0145891	18-JUL-10	T/A COMMISSIONS	185.80	0.00	22.39	208.19
1145891	18-JUL-10	GDS & INTERNET	85.45	0.00	10.28	95.73
21141703	22-JUL-10	WYNREWARDS 5%	179.92	0.00	21.69	201.61
41480298	31-JUL-10	Actual-1210A-MA	663.71	0.00	160.31	824.02
41480601	31-JUL-10	Actual-1800A-RE	1017.69	0.00	245.73	1263.42
41465548	31-JUL-10	5066A-DIRECWAY	160.00	13.60	20.91	194.51
41481112	31-JUL-10	Actual-1000A-RO	2212.36	0.00	462.63	2674.99
Sub Total			4894.29	43.71	1383.87	6321.87
=====						
AUG-2010	21146656	WYNREWARDS 5%	195.35	0.00	44.55	239.90
	TR0152362	TMC / CONSORTIA	6.98	0.00	1.58	8.56
	1152362	GDS & INTERNET	19.40	0.00	4.41	23.81
	TM0152362	MEMBER BENEFIT	22.40	0.00	5.15	27.55
	TA0152362	T/A COMMISSIONS	67.10	0.00	15.32	82.42
	41506067	Actual-1210A-MA	632.18	0.00	144.13	776.31
	41507773	Actual-1800A-RE	969.34	0.00	220.97	1190.31
	41487320	5066A-DIRECWAY	160.00	13.60	39.55	213.15
	41505036	Actual-1000A-RO	2107.25	0.00	480.44	2587.69
Sub Total			4180.00	13.60	956.10	5149.70
=====						
SEP-2010	10493256	GUEST SATISFACT	40.00	0.00	9.12	49.12

Report Date : 06-FEB-12

ITEMIZED STATEMENT

Customer No : 11578-91725-02-DAY
Address : 105 AIRPORT RD., OZARK, AR, 72949-9204, US
As of Date: 06-FEB-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
OCT-2010	10493176	02-SEP-10	GUEST SRVCS TRA		160.00	0.00	36.48	196.48
	21148444	22-SEP-10	WYNREWARDS 5%		101.76	0.00	21.66	123.42
	10499258	23-SEP-10	GUEST SATISFACT		30.00	0.00	6.42	36.42
	10499259	23-SEP-10	GUEST SRVCS TRA		160.00	0.00	34.00	194.00
	30493127	30-SEP-10	HughesNet VSAT		160.00	13.60	36.87	210.47
			Sub Total		651.76	13.60	144.55	809.91
OCT-2010	1166009	17-OCT-10	GDS & INTERNET		47.40	0.00	9.32	56.72
	TA0166009	17-OCT-10	T/A COMMISSIONS		159.75	0.00	31.60	191.35
	TM0166009	17-OCT-10	MEMBER BENEFIT		5.60	0.00	1.11	6.71
	TR0166009	17-OCT-10	TMC / CONSORTIA		8.65	0.00	1.68	10.33
	21150757	22-OCT-10	WYNREWARDS 5%		152.18	0.00	30.05	182.23
	30501527	29-OCT-10	PM SYSTEM TRAIN		(1500.00)	0.00	0.00	(1500.00)
	41577254	31-OCT-10	Actual-1000A-RO		2107.25	0.00	408.83	2516.08
	41578155	31-OCT-10	Actual-1210A-MA		632.18	0.00	122.65	754.83
	41578684	31-OCT-10	Actual-1800A-RE		969.34	0.00	188.04	1157.38
	41553501	31-OCT-10	5715A-HughesNet		160.00	13.60	34.26	207.86
			Sub Total		2742.35	13.60	827.54	3583.49
NOV-2010	1172674	21-NOV-10	GDS & INTERNET		26.00	0.00	4.71	30.71
	TM0172674	21-NOV-10	MEMBER BENEFIT		5.20	0.00	0.95	6.15
	TR0172674	21-NOV-10	TMC / CONSORTIA		6.48	0.00	1.19	7.67
	TA0172674	21-NOV-10	T/A COMMISSIONS		49.98	0.00	9.07	59.05
	21154859	22-NOV-10	WYNREWARDS 5%		381.09	0.00	69.40	450.49
	41590560	30-NOV-10	5096A-SOFTHOTEL		155.60	13.23	30.73	199.56
	41590213	30-NOV-10	5715A-HughesNet		160.00	13.60	31.57	205.17
	41603816	30-NOV-10	Actual-1800A-RE		465.08	0.00	84.67	549.75
	41604758	30-NOV-10	Actual-1210A-MA		303.31	0.00	55.20	358.51
	41605995	30-NOV-10	Actual-1000A-RO		1011.05	0.00	184.02	1195.07

Report Date : 06-FEB-12

ITEMIZED STATEMENT

Customer No : 11578-91725-02-DAY
 Address : 105 AIRPORT RD., OZARK, AR, 72949-9204, US
 As of Date: 06-FEB-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total

DEC-2010	1178770	20-DEC-10	GDS & INTERNET		42.80	0.00	7.10	49.90
	TM0178770	20-DEC-10	MEMBER BENEFIT		10.40	0.00	1.74	12.14
	TR0178770	20-DEC-10	TMC / CONSORTIA		6.82	0.00	1.15	7.97
	TA0178770	20-DEC-10	T/A COMMISSIONS		135.74	0.00	22.59	158.33
	21155495	22-DEC-10	WYNREWARDS 5%		235.11	0.00	39.13	274.24
	41636643	31-DEC-10	Actual-1210A-MA		323.25	0.00	53.82	377.07
	41621069	31-DEC-10	5096A-SOFTHOTEL		155.60	13.23	28.12	196.95
	41638325	31-DEC-10	Actual-1000A-RO		1077.51	0.00	179.39	1256.90
	41619771	31-DEC-10	5715A-HughesNet		160.00	13.60	28.88	202.48
	41637632	31-DEC-10	Actual-1800A-RE		495.66	0.00	82.49	578.15
Sub Total					2563.79	26.83	471.51	3062.13
=====								
JAN-2011	1185596	16-JAN-11	GDS & INTERNET		10.20	0.00	1.70	11.90
	TM0185596	16-JAN-11	MEMBER BENEFIT		28.00	0.00	4.65	32.65
	TR0185596	16-JAN-11	TMC / CONSORTIA		2.16	0.00	0.33	2.49
	TA0185596	16-JAN-11	T/A COMMISSIONS		13.18	0.00	2.18	15.36
	21160853	22-JAN-11	WYNREWARDS 5%		298.16	0.00	48.88	347.04
	41676754	31-JAN-11	Actual-1000A-RO		840.71	0.00	132.74	973.45
	41679721	31-JAN-11	Actual-1210A-MA		252.21	0.00	39.82	292.03
	41675067	31-JAN-11	Actual-1800A-RE		386.73	0.00	61.04	447.77
	41661699	31-JAN-11	5096A-SOFTHOTEL		155.60	13.23	26.94	195.77
	41661491	31-JAN-11	5715A-HughesNet		160.00	13.60	27.67	201.27
Sub Total					2642.89	26.83	444.41	3114.13
=====								

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		Sub Total	2146.95	26.83	345.95	2519.73
=====						
FEB-2011	TA0191335	20-FEB-11	T/A COMMISSIONS	65.79	0.00	9.85
	1191335	20-FEB-11	GDS & INTERNET	30.60	0.00	4.56
	TR0191335	20-FEB-11	TMC / CONSORTIA	12.97	0.00	1.92
	TM0191335	20-FEB-11	MEMBER BENEFIT	21.60	0.00	3.19
						24.79

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Report Date : 06-FEB-12

ITEMIZED STATEMENT

Customer No : 11578-91725-02-DAY
Address : 105 AIRPORT RD., OZARK, AR, 72949-9204, US
As of Date: 06-FEB-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total

	21162011	22-FEB-11	WYNREWARDS 5%		226.09	0.00	33.55	259.64
	41690329	28-FEB-11	5715A-HughesNet		160.00	13.60	25.24	198.84
	41702988	28-FEB-11	Actual-1000A-RO		1165.81	0.00	169.36	1335.17
	41703608	28-FEB-11	Actual-1800A-RE		536.27	0.00	77.88	614.15
	41690310	28-FEB-11	5096A-SOFTHOTEL		155.60	13.23	24.57	193.40
	41702700	28-FEB-11	Actual-1210A-MA		349.74	0.00	50.81	400.55
				Sub Total	2724.47	26.83	400.93	3152.23
=====								
MAR-2011	TR0197799	13-MAR-11	TMC / CONSORTIA		19.26	0.00	2.66	21.92
	TM0197799	13-MAR-11	MEMBER BENEFIT		20.80	0.00	2.84	23.64
	1197799	13-MAR-11	GDS & INTERNET		46.40	0.00	6.40	52.80
	TA0197799	13-MAR-11	T/A COMMISSIONS		143.49	0.00	19.70	163.19
	21164938	22-MAR-11	WYNREWARDS 5%		318.50	0.00	42.86	361.36
	41736937	31-MAR-11	Actual-1210A-MA		422.55	0.00	54.88	477.43
	41721482	31-MAR-11	5715A-HughesNet		160.00	13.60	22.55	196.15
	41732785	31-MAR-11	Actual-1000A-RO		1408.51	0.00	182.91	1591.42
	41736082	31-MAR-11	Actual-1800A-RE		647.92	0.00	84.13	732.05

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41724410	31-MAR-11	5096A-SOFTHOTEL	155.60	13.23	21.96	190.79
=====						
		Sub Total	3343.03	26.83	440.89	3810.75
=====						
APR-2011	21167791	WYNREWARDS 5%	315.15	0.00	37.49	352.64
	1205648	GDS & INTERNET	52.00	0.00	6.07	58.07
	TM0205648	MEMBER BENEFIT	26.40	0.00	3.09	29.49
	TR0205648	TMC / CONSORTIA	2.08	0.00	0.23	2.31
	TA0205648	T/A COMMISSIONS	47.13	0.00	5.50	52.63
	41767766	Actual-1210A-MA	431.74	0.00	49.66	481.40
	41767928	Actual-1800A-RE	662.01	0.00	76.13	738.14
	41766396	Actual-1000A-RO	1439.15	0.00	165.54	1604.69
	41752133	5715A-HughesNet	160.00	13.60	19.95	193.55
	41752247	5096A-SOFTHOTEL	155.60	13.23	19.42	188.25

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Report Date : 06-FEB-12

ITEMIZED STATEMENT

Customer No : 11578-91725-02-DAY
Address : 105 AIRPORT RD., OZARK, AR, 72949-9204, US
As of Date: 06-FEB-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total

MAY-2011	30573531	05-MAY-11	2010 CONF CREDI		3291.26	26.83	383.08	3701.17
	30584458	11-MAY-11	Duplicate Commi					
	30588316	11-MAY-11	Duplicate GSA/I					
=====								
	Sub Total				3291.26	26.83	383.08	3701.17
=====								
				(21.00)		0.00	0.00	(21.00)
				(52.33)		0.00	0.00	(52.33)
				(18.40)		0.00	0.00	(18.40)

Page 7 of 12

21169454	22-MAY-11	WYNREWARDS 5%	250.56	0.00	26.05	276.61
21171537	22-MAY-11	WYNREWARDS CRDT	(42.16)	0.00	0.00	(42.16)
1211177	27-MAY-11	GDS & INTERNET	86.20	0.00	8.76	94.96
TM0211177	27-MAY-11	MEMBER BENEFIT	20.80	0.00	2.10	22.90
TA0211177	27-MAY-11	T/A COMMISSIONS	132.53	0.00	13.44	145.97
41801175	31-MAY-11	Actual-1000A-RO	11.97	0.00	16.88	28.85
41789607	31-MAY-11	5715A-HughesNet	160.00	13.60	17.26	190.86
41787214	31-MAY-11	5096A-SOFTHOTEL	155.60	13.23	16.81	185.64

=====	=====	=====	=====	=====	=====	=====
	683.77	26.83	101.30	811.90		
=====	=====	=====	=====	=====	=====	=====

Sub Total

JUN-2011						
21173783	22-JUN-11	WYNREWARDS 5%	319.36	0.00	28.26	347.62
10548599	23-JUN-11	GUEST SRVCS TRA	160.00	0.00	14.08	174.08
10548454	23-JUN-11	GUEST SRVCS TRA	160.00	0.00	14.08	174.08
10548401	23-JUN-11	GUEST SATISFACT	40.00	0.00	3.52	43.52
10548601	23-JUN-11	GUEST SATISFACT	30.00	0.00	2.66	32.66
TM0217913	27-JUN-11	MEMBER BENEFIT	116.40	0.00	10.01	126.41
TA0217913	27-JUN-11	T/A COMMISSIONS	122.98	0.00	10.58	133.56
TR0217913	27-JUN-11	TMC / CONSORTIA	6.82	0.00	0.59	7.41
1217913	27-JUN-11	GDS & INTERNET	54.15	0.00	4.65	58.80
41833863	30-JUN-11	Actual-1210A-MA	633.08	0.00	53.49	686.57
41834861	30-JUN-11	Actual-1800A-RE	970.73	0.00	82.04	1052.77
41818802	30-JUN-11	5715A-HughesNet	160.00	13.60	14.66	188.26
41833245	30-JUN-11	Actual-1000A-RO	2110.27	0.00	178.31	2288.58
41819887	30-JUN-11	5096A-SOFTHOTEL	155.60	13.23	14.27	183.10

Page 6 of 10

Report Date : 06-FEB-12

ITEMIZED STATEMENT

Customer No : 11578-91725-02-DAY
 Address : 105 AIRPORT RD., OZARK, AR, 72949-9204, US
 As of Date: 06-FEB-2012

Page 8 of 12

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total

JUL-2011	TA0224620	10-JUL-11	T/A COMMISSIONS					
	1224620	10-JUL-11	GDS & INTERNET		5039.39	26.83	431.20	5497.42
	21176396	22-JUL-11	WYNREWARDS 5%					
	10554244	28-JUL-11	GUEST SRVCS TRA		160.00	0.00	11.28	171.28
	10554246	28-JUL-11	GUEST SATISFACT		90.00	0.00	6.36	96.36
	41862874	31-JUL-11	Accrual-1800A-R *		768.29	0.00	53.01	821.30
	41862421	31-JUL-11	Accrual-1000A-R *		1670.20	0.00	115.24	1785.44
	41863796	31-JUL-11	Accrual-1210A-M *		501.06	0.00	34.59	535.65
	41844788	31-JUL-11	5715A-HughesNet		160.00	13.60	11.97	185.57
	41844731	31-JUL-11	5096A-SOFTHOTEL		155.60	13.23	11.65	180.48
			Sub Total		4176.64	26.83	293.52	4496.99
AUG-2011	21181134	22-AUG-11	WYNREWARDS 5%					
	1232213	27-AUG-11	GDS & INTERNET		357.73	0.00	20.74	378.47
	TM0232213	27-AUG-11	MEMBER BENEFIT		11.90	0.00	0.65	12.55
	TA0232213	27-AUG-11	T/A COMMISSIONS		16.40	0.00	0.91	17.31
	41901356	31-AUG-11	Accrual-1210A-M *		12.60	0.00	0.71	13.31
	41900938	31-AUG-11	Accrual-1000A-R *		353.04	0.00	18.89	371.93
	41883784	31-AUG-11	Accrual-1000A-R *		1176.80	0.00	62.96	1239.76
	41902158	31-AUG-11	5715A-HughesNet		160.00	13.60	9.28	182.88
	41884310	31-AUG-11	Accrual-1800A-R *		541.33	0.00	28.96	570.29
			5096A-SOFTHOTEL		155.60	13.23	9.04	177.87
			Sub Total		2785.40	26.83	152.14	2964.37
SEP-2011	10566506	08-SEP-11	GUEST SRVCS TRA					
	10566505	08-SEP-11	GUEST SATISFACT		160.00	0.00	7.92	167.92
	30618699	13-SEP-11	2012 ALLIANCE D		60.00	0.00	2.97	62.97
	30621357	15-SEP-11	ONLINE LRNG LIB		360.00	0.00	0.00	360.00
	21182240	22-SEP-11	WYNREWARDS 5%		50.00	0.00	2.31	52.31
					276.65	0.00	11.76	288.41

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Report Date : 06-FEB-12

ITEMIZED STATEMENT

Customer No : 11578-91725-02-DAY
 Address : 105 AIRPORT RD., OZARK, AR, 72949-9204, US
 As of Date: 06-FEB-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
OCT-2011	30629809	28-SEP-11	GLOBAL CONFEREN		999.00	0.00	0.00	999.00
	TM0238923	29-SEP-11	MEMBER BENEFIT		5.60	0.00	0.22	5.82
	41931576	30-SEP-11	Accrual-1800A-R	*	618.08	0.00	23.79	641.87
	41904538	30-SEP-11	5715A-HughesNet		160.00	13.60	6.68	180.28
	41932330	30-SEP-11	Accrual-1000A-R	*	1343.65	0.00	51.73	1395.38
	41930661	30-SEP-11	Accrual-1210A-M	*	403.10	0.00	15.52	418.62
	41904264	30-SEP-11	5096A-SOFTHOTEL		155.60	13.23	6.50	175.33
			Sub Total		4591.68	26.83	129.40	4747.91
OCT-2011	21185152	22-OCT-11	WYNREWARDS 5%		415.66	0.00	11.43	427.09
	TM0245266	27-OCT-11	MEMBER BENEFIT		5.20	0.00	0.13	5.33
	TA0245266	27-OCT-11	T/A COMMISSIONS		55.33	0.00	1.39	56.72
	1245266	27-OCT-11	GDS & INTERNET		25.40	0.00	0.63	26.03
	41960256	31-OCT-11	Accrual-1210A-M	*	599.12	0.00	13.78	612.90
	41959230	31-OCT-11	Accrual-1000A-R	*	1997.05	0.00	45.93	2042.98
	41942505	31-OCT-11	5715A-HughesNet		160.00	13.60	3.99	177.59
	41942156	31-OCT-11	5096A-SOFTHOTEL		163.38	13.89	4.08	181.35
	41961752	31-OCT-11	Accrual-1800A-R	*	918.64	0.00	21.13	939.77
NOV-2011	21189094	22-NOV-11	WYNREWARDS 5%		321.94	0.00	3.86	325.80
	41978300	30-NOV-11	5715A-HughesNet		160.00	13.60	1.39	174.99
	41990890	30-NOV-11	Accrual-1800A-R	*	484.73	0.00	3.88	488.61
	41993419	30-NOV-11	Accrual-1210A-M	*	316.13	0.00	2.53	318.66
	41991666	30-NOV-11	Accrual-1000A-R	*	1053.75	0.00	8.43	1062.18
	41976274	30-NOV-11	5096A-SOFTHOTEL		163.38	13.89	1.42	178.69
			Sub Total		4339.78	27.49	102.49	4469.76

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Sub Total          2499.93          27.49          21.51          2548.93
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DEC-2011  10585231  14-DEC-11  GUEST SRVCS TRA  160.00          0.00          0.16          160.16
10585230  14-DEC-11  GUEST SATISFACT  40.00          0.00          0.04          40.04

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Report Date : 06-FEB-12

ITEMIZED STATEMENT

Customer No : 11578-91725-02-DAY
 Address : 105 AIRPORT RD., OZARK, AR, 72949-9204, US
 As of Date: 06-FEB-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	10586851	21-DEC-11	GUEST SRVCS TRA		160.00	0.00	0.00	160.00
	10586850	21-DEC-11	GUEST SATISFACT		40.00	0.00	0.00	40.00
	21191412	22-DEC-11	WYNREWARDS 5%		295.64	0.00	0.00	295.64
	10586950	28-DEC-11	GUEST SRVCS TRA		160.00	0.00	0.00	160.00
	10586952	28-DEC-11	GUEST SATISFACT		30.00	0.00	0.00	30.00
	42019432	31-DEC-11	Accrual-1000A-R	*	1149.25	0.00	0.00	1149.25
	42021051	31-DEC-11	Accrual-1210A-M	*	344.78	0.00	0.00	344.78
	42005087	31-DEC-11	5096A-SOFTHOTEL		163.38	13.89	0.00	177.27
	42005863	31-DEC-11	5715A-HughesNet		160.00	13.60	0.00	173.60
	42021594	31-DEC-11	Accrual-1800A-R	*	528.66	0.00	0.00	528.66
				Sub Total	3231.71	27.49	0.20	3259.40
JAN-2012	10588938	11-JAN-12	GUEST SRVCS TRA		160.00	0.00	0.00	160.00
	10588940	11-JAN-12	GUEST SATISFACT		65.23	0.00	0.00	65.23
	21195224	22-JAN-12	WYNREWARDS 5%		266.25	0.00	0.00	266.25
	42057939	31-JAN-12	Accrual-1800A-R	*	354.13	0.00	0.00	354.13
	42034422	31-JAN-12	5096A-SOFTHOTEL		163.38	13.89	0.00	177.27

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42035461	31-JAN-12	5715A-HughesNet	160.00	13.60	0.00	173.60
42056951	31-JAN-12	Accrual-1210A-M *	230.96	0.00	0.00	230.96
42056455	31-JAN-12	Accrual-1000A-R *	769.85	0.00	0.00	769.85
Sub Total			2169.80	27.49	0.00	2197.29
Grand Total			58698.89	489.60	7086.87	66275.36

Requested By: Brenda Rawles

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Report Date : 06-FEB-12

ITEMIZED STATEMENT

* Please note the accruals on your account are estimates.
Make sure to promptly submit your actual gross room revenue and rooms sold.

***** END OF REPORT *****

UPS CampusShip: Shipment Receipt

Page 1 of 1



Shipment Receipt

Transaction Date: 08 Feb 2012 Tracking Number: 1Z22445X0290582403

1 Address Information

Ship To: Ozark Motel Properties, Inc. Sam Govan 265 Union Avenue MEMPHIS TN 381035208	Ship From: Wyndham Hotel Group - 22 Sylvan Brenda Rawles 22 Sylvan Way Parsippany NJ 07054 Telephone: 973-753-7837	Return Address: Wyndham Hotel Group - 22 Sylvan Brenda Rawles 22 Sylvan Way Parsippany NJ 07054 Telephone: 973-753-7837
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2 Package Information

Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1. Letter	UPS Letter		Reference # 1 - 006-1696

3 UPS Shipping Service and Shipping Options

Service: UPS 2nd Day Air
Guaranteed By: End of Day Friday, Feb 10, 2012
Shipping Fees Subtotal: 15.22 USD
Transportation: 13.65 USD
Fuel Surcharge: 1.57 USD

4 Payment Information

Bill Shipping Charges to: Shipper's Account 22445X

A discount has been applied to the Daily rates for this shipment

Total Charged:	15.22 USD
Negotiated Total:	5.43 USD

Note: Your invoice may vary from the displayed reference rates.

* For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

EXHIBIT E

WYNDHAM

HOTEL GROUP

Wyndham Hotel Group – Contracts/Compliance
22 Sylvan Way
Parsippany, New Jersey 07054
(973) 753-6000 telephone
(800) 880-9445 facsimile
www.wyndhamworldwide.com

April 12, 2012.

VIA 2 DAY DELIVERY METHOD

Mr. Sam Govan
OZARK MOTEL PROPERTIES, INC.
265 Union Avenue
Memphis, TN 38103

RE: NOTICE OF CONTINUING MONETARY DEFAULT RELATING TO DAYS® UNIT #11578-91725-2 LOCATED IN OZARK, AR (THE "FACILITY")

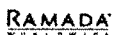
Dear Mr. Govan:

I write on behalf of DAYS INNS WORLDWIDE, INC. ("we," "us," or "our") regarding the License Agreement dated February 14, 2000 between OZARK MOTEL PROPERTIES, INC. ("you" or "your") and us (the "Agreement"). You will recall that on February 8, 2012, we sent you a default notice because of your failure to meet your financial obligations to us. That notice required you to cure the default within ten days. However, you did not cure your default within the time permitted.

Your failure to cure your default within the time permitted also allows us to terminate the Agreement (including your License to operate the Facility as a Days facility) immediately upon written notice to you. We would prefer, however, to keep our affiliation with you. Accordingly, we will allow you an additional period of 10 days from the date of this letter to cure your default. Please be advised that as of April 4, 2012, your account is now past due in the amount of **\$73,104.13**. We have enclosed an itemized statement detailing the fees past due. Please understand that we are not waiving this default or any other default under the Agreement by extending your cure period. We are simply giving you a final opportunity to avoid termination.


WYNDHAM

HOTEL GROUP



We hope you will take this opportunity to resolve your monetary default. If you have any questions regarding your default or how it can be timely cured, please contact Operations Support Desk at (800) 443-3009.

Sincerely yours,


Suzanne Fenimore
Director
Contracts Compliance, Legal

Enclosure

cc: Clyde Guinn
Mona Christian
Valerie Capers Workman

Report Date : 04-APR-12

ITEMIZED STATEMENT

As of Date (DD-MMM-YYYY) : 04-APR-2012
 Customer No : 11578-91725-02-DAY
 Category Set :
 Category Group :
 Group No :
 Bankruptcy : No Bankruptcy Sites
 Disputed : No
 Finance Charges Included: Yes

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Report Date : 04-APR-12

ITEMIZED STATEMENT

Customer No : 11578-91725-02-DAY
 Address : 105 AIRPORT RD., OZARK, AR, 72949-9204, US
 As of Date: 04-APR-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
JUN-2010	41440370	30-JUN-10	Actual-1000A-RO		0.00	0.00	56.28	56.28
			Sub Total		0.00	0.00	56.28	56.28
JUL-2010	10471794	01-JUL-10	GUEST SATISFACT		35.00	0.00	4.77	39.77
	30462050	12-JUL-10	PM SYSTEM SOFTW		226.04	19.21	119.91	365.16

https://oracle.wyndhamworldwide.com:8005/OA_CGI/FNDWRR.exe?temp_id=3056230316

4/4/2012

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30462049	12-JUL-10	SoftHotel Hardw	113.82	9.67	60.35	183.84
30462051	12-JUL-10	PM SYSTEM TRAIN	0.00	0.00	238.12	238.12
30462053	12-JUL-10	PM SYSTEM HW WR	0.00	0.00	9.10	9.10
30462052	12-JUL-10	EQUIP SHIPPING	14.50	1.23	7.68	23.41
1145891	18-JUL-10	GDS & INTERNET	85.45	0.00	10.28	95.73
TA0145891	18-JUL-10	T/A COMMISSIONS	185.80	0.00	22.39	208.19
21141703	22-JUL-10	WYNREWARDS 5%	179.92	0.00	21.69	201.61
41481112	31-JUL-10	Actual-1000A-RO	2212.36	0.00	511.31	2723.67
41480298	31-JUL-10	Actual-1210A-MA	663.71	0.00	180.22	843.93
41465548	31-JUL-10	5066A-DIRECTWAY	160.00	13.60	20.91	194.51
41480601	31-JUL-10	Actual-1800A-RE	1017.69	0.00	276.26	1293.95

Sub Total	4894.29	43.71	1482.99	6420.99
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AUG-2010						
1152362	22-AUG-10	GDS & INTERNET	19.40	0.00	4.99	24.39
21146656	22-AUG-10	WYNREWARDS 5%	195.35	0.00	50.41	245.76
TM0152362	22-AUG-10	MEMBER BENEFIT	22.40	0.00	5.82	28.22
TR0152362	22-AUG-10	TMC / CONSORTIA	6.98	0.00	1.79	8.77
TA0152362	22-AUG-10	T/A COMMISSIONS	67.10	0.00	17.33	84.43
41505036	31-AUG-10	Actual-1000A-RO	2107.25	0.00	543.66	2650.91
41506067	31-AUG-10	Actual-1210A-MA	632.18	0.00	163.10	795.28
41487320	31-AUG-10	5066A-DIRECTWAY	160.00	13.60	44.76	218.36
41507773	31-AUG-10	Actual-1800A-RE	969.34	0.00	250.05	1219.39

Sub Total	4180.00	13.60	1081.91	5275.51
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SEP-2010	10493256	02-SEP-10	GUEST SATISFACT	40.00	0.00	10.32	50.32
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Report Date : 04-APR-12

ITEMIZED STATEMENT

Customer No : 11578-91725-02-DAY
 Address : 105 AIRPORT RD., OZARK, AR, 72949-9204, US
 As of Date: 04-APR-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
OCT-2010	10493176	02-SEP-10	GUEST SRVCS TRA		160.00	0.00	41.28	201.28
	21148444	22-SEP-10	WYNREWARDS 5%		101.76	0.00	24.72	126.48
	10499258	23-SEP-10	GUEST SATISFACT		30.00	0.00	7.33	37.33
	10499259	23-SEP-10	GUEST SRVCS TRA		160.00	0.00	38.80	198.80
	30493127	30-SEP-10	HughesNet VSAT		160.00	13.60	42.08	215.68
				Sub Total	651.76	13.60	164.53	829.89
OCT-2010	1166009	17-OCT-10	GDS & INTERNET		47.40	0.00	10.74	58.14
	TR0166009	17-OCT-10	TMC / CONSORTIA		8.65	0.00	1.94	10.59
	TM0166009	17-OCT-10	MEMBER BENEFIT		5.60	0.00	1.28	6.88
	TA0166009	17-OCT-10	T/A COMMISSIONS		159.75	0.00	36.40	196.15
	21150757	22-OCT-10	WYNREWARDS 5%		152.18	0.00	34.62	186.80
	30501527	29-OCT-10	PM SYSTEM TRAIN		(1500.00)	0.00	0.00	(1500.00)
	41578155	31-OCT-10	Actual-1210A-MA		632.18	0.00	141.62	773.80
	41577254	31-OCT-10	Actual-1000A-RO		2107.25	0.00	472.05	2579.30
	41578684	31-OCT-10	Actual-1800A-RE		969.34	0.00	217.12	1186.46
	41553501	31-OCT-10	5715A-HughesNet		160.00	13.60	39.47	213.07
				Sub Total	2742.35	13.60	955.24	3711.19
NOV-2010	TR0172674	21-NOV-10	TMC / CONSORTIA		6.48	0.00	1.38	7.86
	1172674	21-NOV-10	GDS & INTERNET		26.00	0.00	5.49	31.49
	TM0172674	21-NOV-10	MEMBER BENEFIT		5.20	0.00	1.11	6.31
	TA0172674	21-NOV-10	T/A COMMISSIONS		49.98	0.00	10.56	60.54
	21154859	22-NOV-10	WYNREWARDS 5%		381.09	0.00	80.84	461.93
	41604758	30-NOV-10	Actual-1210A-MA		303.31	0.00	64.30	367.61
	41605995	30-NOV-10	Actual-1000A-RO		1011.05	0.00	214.35	1225.40
	41590560	30-NOV-10	5096A-SOFTHOTEL		155.60	13.23	35.80	204.63
	41603816	30-NOV-10	Actual-1800A-RE		465.08	0.00	98.62	563.70
	41590213	30-NOV-10	5715A-HughesNet		160.00	13.60	36.78	210.38

Report Date : 04-APR-12

ITEMIZED STATEMENT

Customer No : 11578-91725-02-DAY
 Address : 105 AIRPORT RD., OZARK, AR, 72949-9204, US
 As of Date: 04-APR-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total

				Sub Total	2563.79	26.83	549.23	3139.85
=====								
DEC-2010	TR0178770	20-DEC-10	TMC / CONSORTIA		6.82	0.00	1.36	8.18
	1178770	20-DEC-10	GDS & INTERNET		42.80	0.00	8.38	51.18
	TM0178770	20-DEC-10	MEMBER BENEFIT		10.40	0.00	2.05	12.45
	TA0178770	20-DEC-10	T/A COMMISSIONS		135.74	0.00	26.66	162.40
	21155495	22-DEC-10	WYNREWARDS 5%		235.11	0.00	46.18	281.29
	41619771	31-DEC-10	5715A-HughesNet		160.00	13.60	34.09	207.69
	41636643	31-DEC-10	Actual-1210A-MA		323.25	0.00	63.52	386.77
	41621069	31-DEC-10	5096A-SOFTHOTEL		155.60	13.23	33.19	202.02
	41637632	31-DEC-10	Actual-1800A-RE		495.66	0.00	97.36	593.02
	41638325	31-DEC-10	Actual-1000A-RO		1077.51	0.00	211.71	1289.22
				Sub Total	2642.89	26.83	524.50	3194.22
=====								
JAN-2011	TA0185596	16-JAN-11	T/A COMMISSIONS		13.18	0.00	2.57	15.75
	1185596	16-JAN-11	GDS & INTERNET		10.20	0.00	2.01	12.21
	TM0185596	16-JAN-11	MEMBER BENEFIT		28.00	0.00	5.49	33.49
	TR0185596	16-JAN-11	TMC / CONSORTIA		2.16	0.00	0.39	2.55
	21160853	22-JAN-11	WYNREWARDS 5%		298.16	0.00	57.82	355.98
	41675067	31-JAN-11	Actual-1800A-RE		386.73	0.00	72.64	459.37
	41679721	31-JAN-11	Actual-1210A-MA		252.21	0.00	47.39	299.60
	41676754	31-JAN-11	Actual-1000A-RO		840.71	0.00	157.96	998.67
	41661699	31-JAN-11	5096A-SOFTHOTEL		155.60	13.23	32.01	200.84
	41661491	31-JAN-11	5715A-HughesNet		160.00	13.60	32.88	206.48
=====								

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FEB-2011		TA0191335	20-FEB-11	T/A COMMISSIONS	Sub Total	2146.95	26.83	411.16	2584.94
		TR0191335	20-FEB-11	TMC / CONSORTIA			0.00	11.82	77.61
		TM0191335	20-FEB-11	MEMBER BENEFIT			0.00	2.31	15.28
		1191335	20-FEB-11	GDS & INTERNET			0.00	3.83	25.43
							0.00	5.47	36.07

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Report Date : 04-APR-12

ITEMIZED STATEMENT

Customer No : 11578-91725-02-DAY
 Address : 105 AIRPORT RD., OZARK, AR, 72949-9204, US
 AS of Date: 04-APR-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	21162011	22-FEB-11	WYNREWARDS 5%		226.09	0.00	40.33	266.42
	41702700	28-FEB-11	Actual-1210A-MA		349.74	0.00	61.30	411.04
	41690310	28-FEB-11	5096A-SOFTHOTEL		155.60	13.23	29.64	198.47
	41703608	28-FEB-11	Actual-1800A-RE		536.27	0.00	93.97	630.24
	41702988	28-FEB-11	Actual-1000A-RO		1165.81	0.00	204.33	1370.14
	41690329	28-FEB-11	5715A-HughesNet		160.00	13.60	30.45	204.05
				Sub Total	2724.47	26.83	483.45	3234.75
MAR-2011	TA01917799	13-MAR-11	T/A COMMISSIONS		143.49	0.00	24.00	167.49
	TM01917799	13-MAR-11	MEMBER BENEFIT		20.80	0.00	3.46	24.26
	TR01917799	13-MAR-11	TMC / CONSORTIA		19.26	0.00	3.24	22.50
	1197799	13-MAR-11	GDS & INTERNET		46.40	0.00	7.79	54.19
	21164938	22-MAR-11	WYNREWARDS 5%		318.50	0.00	52.42	370.92
	41724410	31-MAR-11	5096A-SOFTHOTEL		155.60	13.23	27.03	195.86
	41732785	31-MAR-11	Actual-1000A-RO		1408.51	0.00	225.16	1633.67
	41721482	31-MAR-11	5715A-HughesNet		160.00	13.60	27.76	201.36
	41736082	31-MAR-11	Actual-1800A-RE		647.92	0.00	103.56	751.48

Page 6 of 12

41736937	31-MAR-11	Actual-1210A-MA	422.55	0.00	67.56	490.11
=====						
		Sub Total	3343.03	26.83	541.98	3911.84
=====						
APR-2011	21167791	WYNREWARDS 5%	315.15	0.00	46.94	362.09
	TA0205648	T/A COMMISSIONS	47.13	0.00	6.91	54.04
	TR0205648	TMC / CONSORTIA	2.08	0.00	0.29	2.37
	TM0205648	MEMBER BENEFIT	26.40	0.00	3.88	30.28
	1205648	GDS & INTERNET	52.00	0.00	7.63	59.63
	41767766	Actual-1210A-MA	431.74	0.00	62.61	494.35
	41752133	5715A-HughesNet	160.00	13.60	25.16	198.76
	41766396	Actual-1000A-RO	1439.15	0.00	208.72	1647.87
	41752247	5096A-SOFTHOTEL	155.60	13.23	24.49	193.32
	41767928	Actual-1800A-RE	662.01	0.00	95.99	758.00

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Report Date : 04-APR-12

ITEMIZED STATEMENT

Customer No : 11578-91725-02-DAY
Address : 105 AIRPORT RD., OZARK, AR, 72949-9204, US
As of Date: 04-APR-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
=====								
MAY-2011	30573531	05-MAY-11	2010 CONF CREDI		(21.00)	0.00	0.00	(21.00)
	30588316	11-MAY-11	Duplicate GSA/I		(18.40)	0.00	0.00	(18.40)
	30584458	11-MAY-11	Duplicate Commi		(52.33)	0.00	0.00	(52.33)
=====								
	Sub Total				3291.26	26.83	482.62	3800.71
=====								

	WYNREWARDS 5%	250.56	33.56	284.12
22-MAY-11	WYNREWARDS CRDT	(42.16)	0.00	(42.16)
27-MAY-11	MEMBER BENEFIT	20.80	2.72	23.52
27-MAY-11	GDS & INTERNET	86.20	0.00	11.35
27-MAY-11	T/A COMMISSIONS	132.53	0.00	17.41
31-MAY-11	5096A-SOFTHOTEL	155.60	13.23	149.94
31-MAY-11	Actual-1000A-RO	11.97	0.00	190.71
31-MAY-11	5715A-HughesNet	160.00	17.24	29.21
			22.47	196.07

683.77	26.83	126.63	837.23
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JUN-2011	21173783	22-JUN-11	WYNREWARDS 5%	319.36	0.00	37.84	357.20
	10548601	23-JUN-11	GUEST SATISFACT	30.00	0.00	3.57	33.57
	10548599	23-JUN-11	GUEST SRVCS TRA	160.00	0.00	18.88	178.88
	10548454	23-JUN-11	GUEST SRVCS TRA	160.00	0.00	18.88	178.88
	10548401	23-JUN-11	GUEST SATISFACT	40.00	0.00	4.72	44.72
	TM0217913	27-JUN-11	MEMBER BENEFIT	116.40	0.00	13.50	129.90
	TR0217913	27-JUN-11	TMC / CONSORTIA	6.82	0.00	0.80	7.62
	TA0217913	27-JUN-11	T/A COMMISSIONS	122.98	0.00	14.27	137.25
	1217913	27-JUN-11	GDS & INTERNET	54.15	0.00	6.28	60.43
	41818802	30-JUN-11	5715A-HughesNet	160.00	13.60	19.87	193.47
	41819887	30-JUN-11	5096A-SOFTHOTEL	155.60	13.23	19.34	188.17
	41834861	30-JUN-11	Actual-1800A-RE	970.73	0.00	111.17	1081.90
	41833863	30-JUN-11	Actual-1210A-MA	633.08	0.00	72.48	705.56
	41833245	30-JUN-11	Actual-1000A-RO	2110.27	0.00	241.62	2351.89

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Report Date : 04-APR-12

ITEMIZED STATEMENT

Customer No : 11578-91725-02-DAY
Address : 105 AIRPORT RD , OZARK, AR, 72949-9204, US
As of Date: 04-APR-2012

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Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
JUL-2011	TA0224620	10-JUL-11	T/A COMMISSIONS					
	1224620	10-JUL-11	GDS & INTERNET		10.40	0.00	1.11	11.51
	21176396	22-JUL-11	WYNREWARDS 5%		11.55	0.00	1.23	12.78
	10554244	28-JUL-11	GUEST SRVCS TRA		649.54	0.00	67.23	716.77
	10554246	28-JUL-11	GUEST SATISFACT		160.00	0.00	16.08	176.08
	41862421	31-JUL-11	Actual-1000A-RO		90.00	0.00	9.07	99.07
	41863796	31-JUL-11	Actual-1210A-MA		1676.57	0.00	165.54	1842.11
	41844788	31-JUL-11	5715A-HughesNet		502.97	0.00	49.68	552.65
	41844731	31-JUL-11	5096A-SOFTHOTEL		160.00	13.60	17.18	190.78
	41862874	31-JUL-11	Actual-1800A-RE		155.60	13.23	16.72	185.55
				Sub Total	771.22	0.00	76.14	847.36
				Sub Total	4187.85	26.83	419.98	4634.66
AUG-2011	21181134	22-AUG-11	WYNREWARDS 5%		357.73	0.00	31.47	389.20
	1232213	27-AUG-11	GDS & INTERNET		11.90	0.00	1.00	12.90
	TM0232213	27-AUG-11	MEMBER BENEFIT		16.40	0.00	1.40	17.80
	TA0232213	27-AUG-11	T/A COMMISSIONS		12.60	0.00	1.09	13.69
	41883784	31-AUG-11	5715A-HughesNet		160.00	13.60	14.49	188.09
	41902158	31-AUG-11	Actual-1210A-RE		641.98	0.00	48.22	690.20
	41901356	31-AUG-11	Actual-1800A-RE		418.68	0.00	31.45	450.13
	41900938	31-AUG-11	Actual-1000A-RO		1395.60	0.00	104.83	1500.43
	41884310	31-AUG-11	5096A-SOFTHOTEL		155.60	13.23	14.11	182.94
				Sub Total	3170.49	26.83	248.06	3445.38
SEP-2011	10566506	08-SEP-11	GUEST SRVCS TRA		160.00	0.00	12.72	172.72
	10566505	08-SEP-11	GUEST SATISFACT		60.00	0.00	4.77	64.77
	30621357	15-SEP-11	ONLINE LRNG LIB		50.00	0.00	3.82	53.82
	21182240	22-SEP-11	WYNREWARDS 5%		276.65	0.00	20.06	296.71
	30629809	28-SEP-11	GLOBAL CONFEREN		999.00	0.00	0.00	999.00
				Sub Total	1545.65	0.00	0.00	1545.65

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Report Date : 04-APR-12

ITEMIZED STATEMENT

Customer No : 11578-91725-02-DAY
 Address : 105 AIRPORT RD., OZARK, AR, 72949-9204, US
 As of Date: 04-APR-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total

OCT-2011	TM0238923	29-SEP-11	MEMBER BENEFIT		5.60	0.00	0.39	5.99
	41930661	30-SEP-11	Actual-1210A-MA		449.45	0.00	29.01	478.46
	41932330	30-SEP-11	Actual-1000A-RO		1498.16	0.00	96.67	1594.83
	41904538	30-SEP-11	5715A-HughesNet		160.00	13.60	11.89	185.49
	41904264	30-SEP-11	5096A-SOFTHOTEL		155.60	13.23	11.57	180.40
	41931576	30-SEP-11	Actual-1800A-RE		689.15	0.00	44.46	733.61
Sub Total					4503.61	26.83	235.36	4765.80
=====								
OCT-2011	21185152	22-OCT-11	WYNREWARDS 5%		415.66	0.00	23.90	439.56
	1245266	27-OCT-11	GDS & INTERNET		25.40	0.00	1.39	26.79
	TAC0245266	27-OCT-11	T/A COMMISSIONS		55.33	0.00	3.05	58.38
	TM0245266	27-OCT-11	MEMBER BENEFIT		5.20	0.00	0.29	5.49
	41959230	31-OCT-11	Actual-1000A-RO		1964.70	0.00	104.87	2069.57
	41942505	31-OCT-11	5715A-HughesNet		160.00	13.60	9.20	182.80
	41942156	31-OCT-11	5096A-SOFTHOTEL		163.38	13.89	9.40	186.67
	41961752	31-OCT-11	Actual-1800A-RE		903.76	0.00	48.24	952.00
	41960256	31-OCT-11	Actual-1210A-MA		589.41	0.00	31.47	620.88
Sub Total					4282.84	27.49	231.81	4542.14
=====								
NOV-2011	21189094	22-NOV-11	WYNREWARDS 5%		321.94	0.00	13.52	335.46
	41993419	30-NOV-11	Actual-1210A-MA		311.64	0.00	11.88	323.52
	41978300	30-NOV-11	5715A-HughesNet		160.00	13.60	6.60	180.20
	41991666	30-NOV-11	Actual-1000A-RO		1038.80	0.00	39.59	1078.39
	41976274	30-NOV-11	5096A-SOFTHOTEL		163.38	13.89	6.74	184.01
	41990890	30-NOV-11	Actual-1800A-RE		477.85	0.00	18.22	496.07

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=====		=====	=====	=====	=====
Sub Total		2473.61	27.49	96.55	2597.65
=====		=====	=====	=====	=====
DEC-2011	10585230				
	10585231	14-DEC-11	GUEST SATISFACT	40.00	41.24
	10586851	14-DEC-11	GUEST SRVCS TRA	160.00	164.96
		21-DEC-11	GUEST SRVCS TRA	160.00	164.40

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Report Date : 04-APR-12

ITEMIZED STATEMENT

Customer No : 11578-91725-02-DAY
 Address : 105 AIRPORT RD., OZARK, AR, 72949-9204, US
 As of Date: 04-APR-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total

	10586850	21-DEC-11	GUEST SATISFACT		40.00	0.00	1.10	41.10
	21191412	22-DEC-11	WYNREWARDS 5%		295.64	0.00	7.99	303.63
	10586952	28-DEC-11	GUEST SATISFACT		30.00	0.00	0.73	30.73
	10586950	28-DEC-11	GUEST SRVCS TRA		160.00	0.00	3.84	163.84
	42021051	31-DEC-11	Actual-1210A-MA		359.21	0.00	8.08	367.29
	42005863	31-DEC-11	5715A-HughesNet		160.00	13.60	3.91	177.51
	42021594	31-DEC-11	Actual-1800A-RE		550.79	0.00	12.40	563.19
	42005087	31-DEC-11	5096A-SOFTHOTEL		163.38	13.89	3.99	181.26
	42019432	31-DEC-11	Actual-1000A-RO		1197.38	0.00	26.94	1224.32

Sub Total					3316.40	27.49	79.58	3423.47
=====		=====						
JAN-2012	10588940	11-JAN-12	GUEST SATISFACT		65.23	0.00	1.11	66.34
	10588938	11-JAN-12	GUEST SRVCS TRA		160.00	0.00	2.72	162.72
	21195224	22-JAN-12	WYNREWARDS 5%		266.25	0.00	3.06	269.31
	42034422	31-JAN-12	5096A-SOFTHOTEL		163.38	13.89	1.24	178.51
	42035461	31-JAN-12	5715A-HughesNet		160.00	13.60	1.22	174.82
	42057939	31-JAN-12	Actual-1800A-RE		352.70	0.00	2.47	355.17

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42056455	31-JAN-12	Actual-1000A-RO	766.75	0.00	5.37	772.12
42056951	31-JAN-12	Actual-1210A-MA	230.02	0.00	1.61	231.63
		Sub Total	2164.33	27.49	18.80	2210.62
=====						
FEB-2012	21198697	WYNREWARDS 5%	141.04	0.00	0.00	141.04
	42087813	Accrual-1210A-M *	250.46	0.00	0.00	250.46
	42064581	5096A-SOFTHOTEL	163.38	13.89	0.00	177.27
	42087882	Accrual-1800A-R *	384.03	0.00	0.00	384.03
	42066343	5715A-HughesNet	160.00	13.60	0.00	173.60
	42090110	Accrual-1000A-R *	834.85	0.00	0.00	834.85
=====						
		Sub Total	1933.76	27.49	0.00	1961.25
=====						
MAR-2012	30673351	GLOBAL CONFEREN	100.00	0.00	0.00	100.00

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Report Date : 04-APR-12

ITEMIZED STATEMENT

Customer No : 11578-91725-02-DAY
 Address : 105 AIRPORT RD., OZARK, AR, 72949-9204, US
 As of Date: 04-APR-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total

	21199454	22-MAR-12	WYNREWARDS 5%		197.90	0.00	0.00	197.90
	42096721	31-MAR-12	5096A-SOFTHOTEL		163.38	13.89	0.00	177.27
	42113726	31-MAR-12	Accrual-1000A-R *		1265.65	0.00	0.00	1265.65
	42096770	31-MAR-12	5715A-HughesNet		160.00	13.60	0.00	173.60
	42114850	31-MAR-12	Accrual-1800A-R *		582.20	0.00	0.00	582.20
	42114611	31-MAR-12	Accrual-1210A-M *		379.70	0.00	0.00	379.70
=====								

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Sub Total	2848.83	27.49	0.00	2876.32
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Grand Total	63785.67	544.58	8773.88	73104.13
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Requested By: Brenda Rawles

* Please note the accruals on your account are estimates.
Make sure to promptly submit your actual gross room revenue and rooms sold.

***** END OF REPORT *****

Page 10 of 10

UPS CampusShip: Shipment Receipt

Page 1 of 1



Shipment Receipt

Transaction Date: 12 Apr 2012

Tracking Number:

1Z22445X0297044455

1 Address Information

Ship To: OZARK MOTEL PROPERTIES INC SAM GOVAN 265 UNION AVE MEMPHIS TN 381035208	Ship From: Wyndham Hotel Group - 22 Sylvan Brenda Rawles 22 Sylvan Way Parsippany NJ 07054 Telephone:973-753-7837	Return Address: Wyndham Hotel Group - 22 Sylvan Brenda Rawles 22 Sylvan Way Parsippany NJ 07054 Telephone:973-753-7837
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2 Package Information

Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1. Letter	UPS Letter		Reference # 1 - 006-1696

3 UPS Shipping Service and Shipping Options

Service:	UPS 2nd Day Air
Guaranteed By:	End of Day Monday, Apr 16, 2012
Shipping Fees Subtotal:	15.56 USD
Transportation	13.65 USD
Fuel Surcharge	1.91 USD

4 Payment Information

Bill Shipping Charges to: Shipper's Account 22445X

A discount has been applied to the Daily rates for this shipment

Total Charged:	15.56 USD
Negotiated Total:	5.52 USD

Note: Your invoice may vary from the displayed reference rates.

* For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

EXHIBIT F

WYNDHAM

HOTEL GROUP

Compliance Department
22 Sylvan Way
Parsippany, New Jersey 07054
Ph (973) 753-6000 • fax (800) 880-9445
www.wyndhamworldwide.com

August 14, 2012

VIA 2 DAY DELIVERY METHOD

Mr. Sam Govan
OZARK MOTEL PROPERTIES, INC.
265 Union Avenue
Memphis, TN 38103

**RE: NOTICE OF CONTINUING MONETARY DEFAULT RELATING TO DAYS®
UNIT #11578-91725-2 LOCATED IN OZARK, AR (THE "FACILITY")**

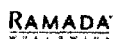
Dear Mr. Govan:

I write on behalf of DAYS INNS WORLDWIDE, INC. ("we," "us," or "our") regarding the License Agreement dated February 14, 2000 between OZARK MOTEL PROPERTIES, INC. ("you" or "your") and us (the "Agreement"). You will recall that on February 8, 2012 and April 12, 2012, we sent you default notices because of your failure to meet your financial obligations to us. Those notices required you to cure the default within ten days. However, you did not cure your default within the time permitted.

Your failure to cure your default within the time permitted also allows us to terminate the Agreement (including your License to operate the Facility as a Days facility) immediately upon written notice to you. We would prefer, however, to keep our affiliation with you. Accordingly, we will allow you an additional period of ten days from the date of this letter to cure your default. Please be advised that as of August 6, 2012, your account is now past due in the amount of \$94,205.26. We have enclosed an itemized statement detailing the fees past due. Please understand that we are not waiving this default or any other default under the Agreement by extending your cure period. We are simply giving you a final opportunity to avoid termination.

WYNDHAM

HOTEL GROUP



We hope you will take this opportunity to resolve your monetary default. If you have any questions regarding your default or how it can be timely cured, please contact Operations Support Desk at (800) 443-3009.

Sincerely yours,



Suzanne Fenimore

Director
Contracts Compliance, Legal

Enclosure

cc: Clyde Guinn
Mona Christian
Valerie Capers Workman

Report Date : 06-AUG-12

ITEMIZED STATEMENT

As of Date (DD-MMM-YYYY) : 06-AUG-2012
 Customer No : 11578-91725-02-DAY
 Category Set :
 Category Group :
 Group No :
 Bankruptcy : No Bankruptcy Sites
 Disputed : No
 Finance Charges Included: Yes

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Report Date : 06-AUG-12

ITEMIZED STATEMENT

Customer No : 11578-91725-02-DAY
 Address : 105 AIRPORT RD., OZARK, AR, 72949-9204, US
 As of Date: 06-AUG-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
JUN-2010	41440370	30-JUN-10	Actual-1000A-RO		0.00	0.00	56.28	56.28
			Sub Total		0.00	0.00	56.28	56.28
JUL-2010	10471794 30462051	01-JUL-10 12-JUL-10	GUEST SATISFACT PM SYSTEM TRAIN		35.00 0.00	0.00 0.00	4.77 238.12	39.77 238.12

AUG-2010	1152362	22-AUG-10	GDS & INTERNET	19.40	0.00	6.17	25.57
	TM0152362	22-AUG-10	MEMBER BENEFIT	22.40	0.00	7.20	29.60
	21146656	22-AUG-10	WYNREWARDS 5%	195.35	0.00	62.33	257.68
	TA0152362	22-AUG-10	T/A COMMISSIONS	67.10	0.00	21.43	88.53
	TR0152362	22-AUG-10	TMC / CONSORTIA	6.98	0.00	2.21	9.19
	41506067	31-AUG-10	Actual-1210A-MA	632.18	0.00	201.66	833.84
	41505036	31-AUG-10	Actual-1000A-RO	2107.25	0.00	672.20	2779.45
	41487320	31-AUG-10	5066A-DIRECWAY	160.00	13.60	55.34	228.94
	41507773	31-AUG-10	Actual-1800A-RE	969.34	0.00	309.17	1278.51

SEP-2010	10493176	02-SEP-10	GUEST SRVCS TRA	160.00	0.00	51.04	211.04
Sub Total				4180.00	13.60	1337.71	5531.31

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Report Date : 06-AUG-12

ITEMIZED STATEMENT

Customer No : 11578-91725-02-DAY
Address : 105 AIRPORT RD., OZARK, AR, 72949-9204, US
As of Date: 06-AUG-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
<hr/>								
	10493256	02-SEP-10	GUEST SATISFACT		40.00	0.00	12.76	52.76
	21148444	22-SEP-10	WYNREWARDS 5%		101.76	0.00	30.94	132.70
	10499258	23-SEP-10	GUEST SATISFACT		30.00	0.00	9.17	39.17
	10499259	23-SEP-10	GUEST SRVCS TRA		160.00	0.00	48.56	208.56
	30493127	30-SEP-10	HughesNet VSAT		160.00	13.60	52.66	226.26
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				Sub Total	651.76	13.60	205.13	870.49
<hr/>								
OCT-2010	1165009	17-OCT-10	GDS & INTERNET		47.40	0.00	13.62	61.02
	TM0166009	17-OCT-10	MEMBER BENEFIT		5.60	0.00	1.62	7.22
	TA0166009	17-OCT-10	T/A COMMISSIONS		159.75	0.00	46.16	205.91
	TR0166009	17-OCT-10	TMC / CONSORTIA		8.65	0.00	2.46	11.11
	21150757	22-OCT-10	WYNREWARDS 5%		152.18	0.00	43.90	196.08
	30501527	29-OCT-10	PM SYSTEM TRAIN		(1500.00)	0.00	0.00	(1500.00)
	41553501	31-OCT-10	5715A-HughesNet		160.00	13.60	50.05	223.65
	41577254	31-OCT-10	Actual-1000A-RO		2107.25	0.00	600.59	2707.84
	41578155	31-OCT-10	Actual-1210A-MA		632.18	0.00	180.18	812.36
	41578684	31-OCT-10	Actual-1800A-RE		969.34	0.00	276.24	1245.58
				Sub Total	2742.35	13.60	1214.82	3970.77
<hr/>								
NOV-2010	1172674	21-NOV-10	GDS & INTERNET		26.00	0.00	7.07	33.07
	TM0172674	21-NOV-10	MEMBER BENEFIT		5.20	0.00	1.43	6.63
	TR0172674	21-NOV-10	TMC / CONSORTIA		6.48	0.00	1.78	8.26
	TA0172674	21-NOV-10	T/A COMMISSIONS		49.98	0.00	13.60	63.58
	21154859	22-NOV-10	WYNREWARDS 5%		381.09	0.00	104.10	485.19
	41590560	30-NOV-10	5096A-SOPHTEL		155.60	13.23	46.10	214.93
	41590213	30-NOV-10	5715A-HughesNet		160.00	13.60	47.36	220.96
	41603816	30-NOV-10	Actual-1800A-RE		465.08	0.00	127.00	592.08
	41604758	30-NOV-10	Actual-1210A-MA		303.31	0.00	82.80	386.11
	41605995	30-NOV-10	Actual-1000A-RO		1011.05	0.00	276.03	1287.08

Report Date : 06-AUG-12

ITEMIZED STATEMENT

Customer No : 11578-91725-02-DAY
 Address : 105 AIRPORT RD., OZARK, AR, 72949-9204, US
 As of Date: 06-AUG-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
<hr/>								
DEC-2010	1178770	20-DEC-10	GDS & INTERNET		42.80		10.98	53.78
	TM0178770	20-DEC-10	MEMBER BENEFIT		10.40		2.69	13.09
	TR0178770	20-DEC-10	TMC / CONSORTIA		6.82		1.78	8.60
	TA0178770	20-DEC-10	T/A COMMISSIONS		135.74		34.94	170.68
	21155495	22-DEC-10	WYNREWARDS 5%		235.11		60.52	295.63
	41636643	31-DEC-10	Actual-1210A-MA		323.25		83.24	406.49
	41621069	31-DEC-10	5096A-SOFTHOTEL		155.60		43.49	212.32
	41637632	31-DEC-10	Actual-1800A-RE		495.66		127.58	623.24
	41619771	31-DEC-10	5715A-HughesNet		160.00		44.67	218.27
	41638325	31-DEC-10	Actual-1000A-RO		1077.51		277.43	1354.94
				Sub Total	2563.79	26.83	707.27	3297.89
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JAN-2011	1185596	16-JAN-11	GDS & INTERNET		10.20	0.00	2.63	12.83
	TM0185596	16-JAN-11	MEMBER BENEFIT		28.00	0.00	7.19	35.19
	TR0185596	16-JAN-11	TMC / CONSORTIA		2.16	0.00	0.51	2.67
	TA0185596	16-JAN-11	T/A COMMISSIONS		13.18	0.00	3.37	16.55
	21160853	22-JAN-11	WYNREWARDS 5%		298.16	0.00	76.00	374.16
	41676754	31-JAN-11	Actual-1000A-RO		840.71	0.00	209.24	1049.95
	41679721	31-JAN-11	Actual-1210A-MA		252.21	0.00	62.77	314.98
	41675067	31-JAN-11	Actual-1800A-RE		386.73	0.00	96.22	482.95
	41661699	31-JAN-11	5096A-SOFTHOTEL		155.60	13.23	42.31	211.14
	41661491	31-JAN-11	5715A-HughesNet		160.00	13.60	43.46	217.06
				Sub Total	2642.89	26.83	687.32	3357.04

		Sub Total	2146.95	26.83	543.70	2717.48
=====						
FEB-2011	TA0191335	20-FEB-11	T/A COMMISSIONS	0.00	15.84	81.63
	1191335	20-FEB-11	GDS & INTERNET	0.00	7.33	37.93
	TR0191335	20-FEB-11	TMC / CONSORTIA	0.00	3.09	16.06
	TW0191335	20-FEB-11	MEMBER BENEFIT	0.00	5.13	26.73

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Report Date : 06-AUG-12

ITEMIZED STATEMENT

Customer No : 11578-91725-02-DAY
 Address : 105 AIRPORT RD., OZARK, AR, 72949-9204, US
 As of Date: 06-AUG-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total

	21162011	22-FEB-11	WYNREWARDS 5%		226.09	0.00	54.11	280.20
	41690329	28-FEB-11	5715A-HughesNet		160.00	13.60	41.03	214.63
	41702988	28-FEB-11	Actual-1000A-RO		1165.81	0.00	275.45	1441.26
	41703608	28-FEB-11	Actual-1800A-RE		536.27	0.00	126.67	662.94
	41690310	28-FEB-11	5096A-SOFTHOTEL		155.60	13.23	39.94	208.77
	41702700	28-FEB-11	Actual-1210A-MA		349.74	0.00	82.64	432.38
=====								
	Sub Total				2724.47	26.83	651.23	3402.53
=====								
MAR-2011								
	TR0197799	13-MAR-11	TMC / CONSORTIA		19.26	0.00	4.42	23.68
	TM0197799	13-MAR-11	MEMBER BENEFIT		20.80	0.00	4.72	25.52
	1197799	13-MAR-11	GDS & INTERNET		46.40	0.00	10.63	57.03
	TA0197799	13-MAR-11	T/A COMMISSIONS		143.49	0.00	32.74	176.23
	21164938	22-MAR-11	WYNREWARDS 5%		318.50	0.00	71.86	390.36
	41736937	31-MAR-11	Actual-1210A-MA		422.55	0.00	93.34	515.89
	41721482	31-MAR-11	5715A-HughesNet		160.00	13.60	38.34	211.94
	41732785	31-MAR-11	Actual-1000A-RO		1408.51	0.00	311.08	1719.59
	41736082	31-MAR-11	Actual-1800A-RE		647.92	0.00	143.08	791.00

41724410	31-MAR-11	5096A-SOFTHOTEL	155.60	13.23	37.33	206.16
		Sub Total	343.03	26.83	747.54	4117.40
APR-2011						
21167791	22-APR-11	WYNREWARDS 5%	315.15	0.00	66.16	381.31
1205648	27-APR-11	GDS & INTERNET	52.00	0.00	10.81	62.81
TM0205648	27-APR-11	MEMBER BENEFIT	26.40	0.00	5.50	31.90
TR0205648	27-APR-11	TMC / CONSORTIA	2.08	0.00	0.41	2.49
TA0205648	27-APR-11	T/A COMMISSIONS	47.13	0.00	9.79	56.92
41767766	30-APR-11	Actual-1210A-MA	431.74	0.00	88.95	520.69
41767928	30-APR-11	Actual-1800A-RE	662.01	0.00	136.37	798.38
41766396	30-APR-11	Actual-1000A-RO	1439.15	0.00	296.52	1735.67
41752133	30-APR-11	5715A-HughesNet	160.00	13.60	35.74	209.34
41752247	30-APR-11	5096A-SOFTHOTEL	155.60	13.23	34.79	203.62

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Report Date : 06-AUG-12

ITEMIZED STATEMENT

Customer No : 11578-91725-02-DAY
Address : 105 AIRPORT RD., OZARK, AR, 72949-9204, US
As of Date: 06-AUG-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
MAY-2011	30573531	05-MAY-11	2010 CONF CREDI		(21.00)	0.00	0.00	(21.00)
	30584458	11-MAY-11	Duplicate Commi		(52.33)	0.00	0.00	(52.33)
	30588316	11-MAY-11	Duplicate GSA/I		(18.40)	0.00	0.00	(18.40)
			Sub Total		3291.26	26.83	685.04	4003.13

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21169454	22-MAY-11	WYNREWARDS 5%	250.56	0.00	48.84	299.40
21171537	22-MAY-11	WYNREWARDS CRDT	(42.16)	0.00	0.00	(42.16)
12111177	27-MAY-11	GDS & INTERNET	86.20	0.00	16.61	102.81
TM02111177	27-MAY-11	MEMBER BENEFIT	20.80	0.00	3.98	24.78
TA02111177	27-MAY-11	T/A COMMISSIONS	132.53	0.00	25.49	158.02
41801175	31-MAY-11	Actual-1000A-RO	11.97	0.00	17.98	29.95
41789607	31-MAY-11	5715A-HughesNet	160.00	13.60	33.05	206.65
41787214	31-MAY-11	5096A-SOFTHOTEL	155.60	13.23	32.18	201.01
		Sub Total	683.77	26.83	178.13	888.73
JUN-2011						
21173783	22-JUN-11	WYNREWARDS 5%	319.36	0.00	57.32	376.68
10548599	23-JUN-11	GUEST SRVCS TRA	160.00	0.00	28.64	188.64
10548454	23-JUN-11	GUEST SRVCS TRA	160.00	0.00	28.64	188.64
10548401	23-JUN-11	GUEST SATISFACT	40.00	0.00	7.16	47.16
10548601	23-JUN-11	GUEST SATISFACT	30.00	0.00	5.41	35.41
TM0217913	27-JUN-11	MEMBER BENEFIT	116.40	0.00	20.60	137.00
TA0217913	27-JUN-11	T/A COMMISSIONS	122.98	0.00	21.77	144.75
TR0217913	27-JUN-11	TMC / CONSORTIA	6.82	0.00	1.22	8.04
1217913	27-JUN-11	GDS & INTERNET	54.15	0.00	9.58	63.73
41833863	30-JUN-11	Actual-1210A-MA	633.08	0.00	111.10	744.18
41834861	30-JUN-11	Actual-1800A-RE	970.73	0.00	170.39	1141.12
41818802	30-JUN-11	5715A-HughesNet	160.00	13.60	30.45	204.05
41833245	30-JUN-11	Actual-1000A-RO	2110.27	0.00	370.34	2480.61
41819887	30-JUN-11	5096A-SOFTHOTEL	155.60	13.23	29.64	198.47

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Report Date : 06-AUG-12

ITEMIZED STATEMENT

Customer No : 11578-91725-02-DAY
 Address : 105 AIRPORT RD., OZARK, AR, 72949-9204, US
 As of Date: 06-AUG-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
<hr/>								
JUL-2011	TA0224620	10-JUL-11	T/A COMMISSIONS					
	1224620	10-JUL-11	GDS & INTERNET		10.40	0.00	1.75	12.15
	21176396	22-JUL-11	WYNREWARDS 5%		11.55	0.00	1.93	13.48
	10554244	28-JUL-11	GUEST SRVCS TRA		649.54	0.00	106.85	756.39
	10554246	28-JUL-11	GUEST SATISFACT		160.00	0.00	25.84	185.84
	41862874	31-JUL-11	Actual-1800A-RE		90.00	0.00	14.57	104.57
	41862421	31-JUL-11	Actual-1000A-RO		771.22	0.00	123.18	894.40
	41863796	31-JUL-11	Actual-1210A-MA		1676.57	0.00	267.82	1944.39
	41844788	31-JUL-11	5715A-HughesNet		502.97	0.00	80.36	583.33
	41844731	31-JUL-11	5096A-SOFTHOTEL		160.00	13.60	27.76	201.36
					155.60	13.23	27.02	195.85
			Sub Total					
					5039.39	26.83	892.26	5958.48
AUG-2011	21181134	22-AUG-11	WYNREWARDS 5%					
	1232213	27-AUG-11	GDS & INTERNET		357.73	0.00	53.29	411.02
	TA0232213	27-AUG-11	MEMBER BENEFIT		11.90	0.00	1.72	13.62
	41901356	31-AUG-11	T/A COMMISSIONS		16.40	0.00	2.40	18.80
	41900938	31-AUG-11	Actual-1210A-MA		12.60	0.00	1.87	14.47
	41883784	31-AUG-11	Actual-1000A-RO		418.68	0.00	56.99	475.67
	41902158	31-AUG-11	5715A-HughesNet		1395.60	0.00	189.95	1585.55
	41884310	31-AUG-11	Actual-1800A-RE		160.00	13.60	25.07	198.67
					641.98	0.00	87.38	729.36
			5096A-SOFTHOTEL		155.60	13.23	24.41	193.24
			Sub Total					
					4187.85	26.83	677.08	4891.76
SEP-2011	10566505	08-SEP-11	GUEST SATISFACT					
	10566506	08-SEP-11	GUEST SRVCS TRA		60.00	0.00	8.43	68.43
	30621357	15-SEP-11	ONLINE LRNG LIB		160.00	0.00	22.48	182.48
	21182240	22-SEP-11	WYNREWARDS 5%		50.00	0.00	6.88	56.88
	30629809	28-SEP-11	GLOBAL CONFEREN		276.65	0.00	36.94	313.59
					999.00	0.00	45.46	1044.46

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Report Date : 06-AUG-12

ITEMIZED STATEMENT

Customer No : 11578-91725-02-DAY
 Address : 105 AIRPORT RD., OZARK, AR, 72949-9204, US
 As of Date: 06-AUG-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
OCT-2011	TM0238923	29-SEP-11	MEMBER BENEFIT		5.60	0.00	0.73	6.33
	41904538	30-SEP-11	5715A-HughesNet		160.00	13.60	22.47	196.07
	41904264	30-SEP-11	5096A-SOFTHOTEL		155.60	13.23	21.87	190.70
	41932330	30-SEP-11	Actual-1000A-RO		1498.16	0.00	188.05	1686.21
	41930661	30-SEP-11	Actual-1210A-MA		449.45	0.00	56.43	505.88
	41931576	30-SEP-11	Actual-1800A-RE		689.15	0.00	86.50	775.65
			Sub Total		4503.61	26.83	496.24	5026.68
OCT-2011	21185152	22-OCT-11	WYNREWARDS 5%		415.66	0.00	49.24	464.90
	TM0245266	27-OCT-11	MEMBER BENEFIT		5.20	0.00	0.61	5.81
	TA0245266	27-OCT-11	T/A COMMISSIONS		55.33	0.00	6.43	61.76
	1245266	27-OCT-11	GDS & INTERNET		25.40	0.00	2.93	28.33
	41960256	31-OCT-11	Actual-1210A-MA		589.41	0.00	67.43	656.84
	41959230	31-OCT-11	Actual-1000A-RO		1964.70	0.00	224.71	2189.41
	41942505	31-OCT-11	5715A-HughesNet		160.00	13.60	19.78	193.38
	41942156	31-OCT-11	5096A-SOFTHOTEL		163.38	13.89	20.22	197.49
	41961752	31-OCT-11	Actual-1800A-RE		903.76	0.00	103.38	1007.14
			Sub Total		4282.84	27.49	494.73	4805.06
NOV-2011	21189094	22-NOV-11	WYNREWARDS 5%		321.94	0.00	33.16	355.10
	41978300	30-NOV-11	5715A-HughesNet		160.00	13.60	17.18	190.78
	41990890	30-NOV-11	Actual-1800A-RE		477.85	0.00	47.38	525.23
	41993419	30-NOV-11	Actual-1210A-MA		311.64	0.00	30.88	342.52
	41991666	30-NOV-11	Actual-1000A-RO		1038.80	0.00	102.95	1141.75
	41976274	30-NOV-11	5096A-SOFTHOTEL		163.38	13.89	17.56	194.83

		Sub Total	2473.61	27.49	249.11	2750.21
DEC-2011	10585231	14-DEC-11	GUEST SRVCS TRA	0.00	14.72	174.72
	10585230	14-DEC-11	GUEST SATISFACT	0.00	3.68	43.68
	10586851	21-DEC-11	GUEST SRVCS TRA	0.00	14.16	174.16

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Report Date : 06-AUG-12

ITEMIZED STATEMENT

Customer No : 11578-91725-02-DAY
 Address : 105 AIRPORT RD., OZARK, AR, 72949-9204, US
 As of Date: 06-AUG-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	10586850	21-DEC-11	GUEST SATISFACT		40.00	0.00	3.54	43.54
	21191412	22-DEC-11	WYNREWARDS 5%		295.64	0.00	26.01	321.65
	10586950	28-DEC-11	GUEST SRVCS TRA		160.00	0.00	13.60	173.60
	10586952	28-DEC-11	GUEST SATISFACT		30.00	0.00	2.57	32.57
	42019432	31-DEC-11	Actual-1000A-RO		1197.38	0.00	99.98	1297.36
	42021051	31-DEC-11	Actual-1210A-WA		359.21	0.00	30.00	389.21
	42005087	31-DEC-11	5096A-SOFTHOTEL		163.38	13.89	14.81	192.08
	42005863	31-DEC-11	5715A-HughesNet		160.00	13.60	14.49	188.09
	42021594	31-DEC-11	Actual-1800A-RE		550.79	0.00	46.00	596.79
			Sub Total		3316.40	27.49	283.56	3627.45
JAN-2012	10588940	11-JAN-12	GUEST SATISFACT		65.23	0.00	5.09	70.32
	10588938	11-JAN-12	GUEST SRVCS TRA		160.00	0.00	12.48	172.48
	21195224	22-JAN-12	WYNREWARDS 5%		266.25	0.00	19.30	285.55
	42035461	31-JAN-12	5715A-HughesNet		160.00	13.60	11.80	185.40
	42057939	31-JAN-12	Actual-1800A-RE		352.70	0.00	23.99	376.69
	42034422	31-JAN-12	5096A-SOFTHOTEL		163.38	13.89	12.06	189.33

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42056455	31-JAN-12	Actual-1000A-RO	766.75	0.00	52.13	818.88
42056951	31-JAN-12	Actual-1210A-MA	230.02	0.00	15.65	245.67
		Sub Total	2164.33	27.49	152.50	2344.32
FEB-2012	21198697	WYNREWARDS 5%	141.04	0.00	8.05	149.09
	42090110	Accrual-1000A-R *	834.85	0.00	44.66	879.51
	42066343	5715A-HughesNet	160.00	13.60	9.28	182.88
	42087882	Accrual-1800A-R *	384.03	0.00	20.54	404.57
	42064581	5096A-SOFTHOTEL	163.38	13.89	9.49	186.76
	42087813	Accrual-1210A-M *	250.46	0.00	13.40	263.86
		Sub Total	1933.76	27.49	105.42	2066.67
MAR-2012	30673351	GLOBAL CONFEREN	100.00	0.00	4.55	104.55

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Report Date : 06-AUG-12

ITEMIZED STATEMENT

Customer No : 11578-91725-02-DAY
 Address : 105 AIRPORT RD., OZARK, AR, 72949-9204, US
 As of Date: 06-AUG-2012

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	21199454	22-MAR-12	WYNREWARDS 5%		197.90	0.00	8.41	206.31
	42114611	31-MAR-12	Accrual-1210A-M *		379.70	0.00	14.44	394.14
	42096721	31-MAR-12	5096A-SOFTHOTEL		163.38	13.89	6.74	184.01
	42096770	31-MAR-12	5715A-HughesNet		160.00	13.60	6.59	180.19
	42113726	31-MAR-12	Accrual-1000A-R *		1265.65	0.00	48.09	1313.74
	42114850	31-MAR-12	Accrual-1800A-R *		582.20	0.00	22.12	604.32

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APR-2012		Sub Total	2848.83	27.49	110.94	2987.26
10601802	12-APR-12	GUEST SRVCS TRA	160.00	0.00	5.12	165.12
10601801	12-APR-12	GUEST SATISFACT	45.00	0.00	1.45	46.45
10603470	19-APR-12	GUEST SATISFACT	50.00	0.00	1.43	51.43
10603468	19-APR-12	GUEST SRVCS TRA	160.00	0.00	4.56	164.56
21203731	22-APR-12	WYNREWARDS 5%	368.95	0.00	9.96	378.91
42147456	30-APR-12	Accrual-1000A-R *	1312.15	0.00	30.18	1342.33
42125211	30-APR-12	5715A-HughesNet	160.00	13.60	3.99	177.59
42148948	30-APR-12	Accrual-1800A-R *	603.59	0.00	13.88	617.47
42148894	30-APR-12	Accrual-1210A-M *	393.65	0.00	9.05	402.70
30683887	30-APR-12	Nov 2011 NT Aud	387.75	0.00	8.92	396.67
42124703	30-APR-12	5096A-SOFTHOTEL	163.38	13.89	4.08	181.35
30683423	30-APR-12	Nov 2011 NT Aud	294.69	0.00	6.78	301.47
Sub Total			4099.16	27.49	99.40	4226.05

MAY-2012		Sub Total	160.00	0.00	3.44	163.44
10606078	03-MAY-12	GUEST SRVCS TRA	160.00	0.00	3.44	163.44
10606077	03-MAY-12	GUEST SATISFACT	50.00	0.00	1.08	51.08
21206022	22-MAY-12	WYNREWARDS 5%	256.52	0.00	3.08	259.60
10609182	24-MAY-12	GUEST SATISFACT	50.00	0.00	0.55	50.55
10609183	24-MAY-12	GUEST SRVCS TRA	160.00	0.00	1.76	161.76
42174982	31-MAY-12	Accrual-1000A-R *	1899.05	0.00	14.24	1913.29
42165427	31-MAY-12	5096A-SOFTHOTEL	163.38	13.89	1.33	178.60
42165974	31-MAY-12	5715A-HughesNet	160.00	13.60	1.30	174.90
42176973	31-MAY-12	Accrual-1800A-R *	873.56	0.00	6.55	880.11
42176647	31-MAY-12	Accrual-1210A-M *	569.72	0.00	4.27	573.99
Sub Total			4099.16	27.49	99.40	4226.05

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Report Date : 06-AUG-12

ITEMIZED STATEMENT

Customer No : 11578-91725-02-DAY
 Address : 105 AIRPORT RD., OZARK, AR, 72949-9204, US
 As of Date: 06-AUG-2012

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Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
<hr/>								
JUN-2012	21208761	22-JUN-12	WYNREWARDS 5%		524.97			
	42213444	30-JUN-12	Accrual-1210A-M *		635.18			
	42214110	30-JUN-12	Accrual-1800A-R *		973.94			
	42196873	30-JUN-12	5715A-HughesNet		160.00			
	42195914	30-JUN-12	5096A-SOFTHOTEL		163.38			
	42211978	30-JUN-12	Accrual-1000A-R *		2117.25			
			Sub Total		4342.23	27.49	37.60	4407.32
<hr/>								
JUL-2012	21213360	22-JUL-12	WYNREWARDS 5%		420.82			
	42221278	30-JUL-12	5096A-SOFTHOTEL		163.38			
	42220471	30-JUL-12	5715A-HughesNet		160.00			
	42237014	31-JUL-12	Accrual-1800A-R *		795.62			
	42236124	31-JUL-12	Accrual-1210A-M *		518.88			
	42238219	31-JUL-12	Accrual-1000A-R *		1729.60			
			Sub Total		4574.72	27.49	0.00	4602.21
<hr/>								
AUG-2012	10625233	02-AUG-12	GUEST SATISFACT		60.00			
	10625231	02-AUG-12	GUEST SRVCS TRA		160.00			
			Sub Total		220.00	0.00	0.00	220.00
<hr/>								
			Grand Total		80810.08	654.54	12740.64	94205.26

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□

Report Date : 06-AUG-12

ITEMIZED STATEMENT

Requested By: Brenda Rawles

* Please note the accruals on your account are estimates.
Make sure to promptly submit your actual gross room revenue and rooms sold.

***** END OF REPORT *****

UPS CampusShip: Shipment Receipt

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**Shipment Receipt****Transaction Date:** 14 Aug 2012**Tracking Number:**

1Z22445X0298019552

1 Address Information

Ship To: OZARK MOTEL PROPERTIES INC. SAM GOVAN 265 UNION AVENUE MEMPHIS TN 381035208	Ship From: Wyndham Hotel Group - 22 Sylvan Brenda Rawles 22 Sylvan Way Parsippany NJ 07054 Telephone:973-753-7837	Return Address: Wyndham Hotel Group - 22 Sylvan Brenda Rawles 22 Sylvan Way Parsippany NJ 07054 Telephone:973-753-7837
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2 Package Information

Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1. Letter	UPS Letter		Reference # 1 - 006-1696

3 UPS Shipping Service and Shipping Options

Service:	UPS 2nd Day Air
Guaranteed By:	End of Day Thursday, Aug 16, 2012
Shipping Fees Subtotal:	15.02 USD
Transportation	13.65 USD
Fuel Surcharge	1.37 USD

4 Payment Information**Bill Shipping Charges to:**

Shipper's Account 22445X

A discount has been applied to the Daily rates for this shipment

Total Charged:	15.02 USD
Negotiated Total:	5.57 USD

Note: Your invoice may vary from the displayed reference rates.

* For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

EXHIBIT G

WYNDHAM

HOTEL GROUP

Compliance Department
22 Sylvan Way
Parsippany, New Jersey 07054
Ph (973) 753-6000 • fax (800) 880-9445
www.wyndhamworldwide.com

January 16, 2013

VIA 2 DAY DELIVERY METHOD

Mr. Sam Govan
OZARK MOTEL PROPERTIES, INC.
265 Union Avenue
Memphis, TN 38103

**RE: NOTICE OF CONTINUING MONETARY DEFAULT RELATING TO DAYS®
UNIT #11578-91725-2 LOCATED IN OZARK, AR (THE "FACILITY")**

Dear Mr. Govan:

I write on behalf of DAYS INNS WORLDWIDE, INC. ("we," "us," or "our") regarding the License Agreement dated February 14, 2000 between OZARK MOTEL PROPERTIES, INC. ("you" or "your") and us (the "Agreement"). You will recall that, on February 8, 2012, April 12, 2012 and August 14, 2012, we sent you default notices because of your failure to meet your financial obligations to us. The notices required you to cure the default within ten days. However, you did not cure your default within the time permitted.

Your failure to cure your default within the time permitted also allows us to terminate the Agreement (including your License to operate the Facility as a Days facility) immediately upon written notice to you. We would prefer, however, to keep our affiliation with you. Accordingly, we will allow you an additional period of ten (10) days from the date of this letter to cure your default. Please be advised that as of January 7, 2013, your account is now past due in the amount of **\$111,723.70**. We have enclosed an itemized statement detailing the fees past due. Please understand that we are not waiving this default or any other default under the Agreement by extending your cure period. We are simply giving you a final opportunity to avoid termination.

We hope you will take this opportunity to resolve your monetary default. If you have any questions regarding your default or how it can be timely cured, please contact Operations Support Desk at (800) 443-3009.

WYNDHAM

HOTEL GROUP

 **WYNDHAM**
Hotels and Resorts

 **WYNDHAM**
GRAND COLLECTION

 **WYNDHAM**
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SUITES BY WYNDHAM

 **MICROTEL**
BY WYNDHAM

 **DREAM**
HOTELS

 **planet hollywood**

 **RAMADA**
WORLDWIDE

 **HILTON**

 **BAYMONT**
INN & SUITES


 **Days Inn**

 **Howard Johnson**

 **Travelodge**

 **Knights Inn**

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Suzanne Penimore".

Suzanne Penimore
Senior Director
Contracts Compliance, Legal

Enclosure

cc: Clyde Guinn
Mona Christian

Report Date : 07-JAN-13

ITEMIZED STATEMENT

As of Date (DD-MMM-YYYY) : 07-JAN-2013
 Customer No : 11578-91725-02-DAY
 Category Set :
 Category Group :
 Group No :
 Bankruptcy : No Bankruptcy Sites
 Disputed : No
 Finance Charges Included: Yes

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Report Date : 07-JAN-13

ITEMIZED STATEMENT

Customer No : 11578-91725-02-DAY
 Address : 105 AIRPORT RD., OZARK, AR, 72949-9204, US
 As of Date: 07-JAN-2013

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
JUN-2010	41440370	30-JUN-10	Actual-1000A-RO		0.00	0.00	56.28	56.28
			Sub Total		0.00	0.00	56.28	56.28
JUL-2010	10471794 30462050	01-JUL-10 12-JUL-10	GUEST SATISFACT PM SYSTEM SOFTW		35.00 226.04	0.00 19.21	4.77 119.91	39.77 365.16

30462049	12-JUL-10	SoftHotel Hardw	113.82	9.67	60.35	183.84
30462051	12-JUL-10	PM SYSTEM TRAIN	0.00	0.00	238.12	238.12
30462053	12-JUL-10	PM SYSTEM HW WR	0.00	0.00	9.10	9.10
30462052	12-JUL-10	EQUIP SHIPPING	14.50	1.23	7.68	23.41
1145891	18-JUL-10	GDS & INTERNET	85.45	0.00	10.28	95.73
TA0145891	18-JUL-10	T/A COMMISSIONS	185.80	0.00	22.39	208.19
21141703	22-JUL-10	WYNREWARDS 5%	179.92	0.00	21.69	201.61
41465548	31-JUL-10	5066A-DIRECWAY	160.00	13.60	20.91	194.51
41481112	31-JUL-10	Actual-1000A-RO	1452.88	0.00	688.10	2140.98
		Sub Total	2453.41	43.71	1203.30	3700.42
AUG-2010						
TM0152362	22-AUG-10	MEMBER BENEFIT	22.40	0.00	8.93	31.33
21146656	22-AUG-10	WYNREWARDS 5%	195.35	0.00	77.28	272.63
TR0152362	22-AUG-10	TMC / CONSORTIA	6.98	0.00	2.74	9.72
TA0152362	22-AUG-10	T/A COMMISSIONS	67.10	0.00	26.57	93.67
1152362	22-AUG-10	GDS & INTERNET	19.40	0.00	7.65	27.05
41506067	31-AUG-10	Actual-1210A-WA	632.18	0.00	250.02	882.20
41487320	31-AUG-10	5066A-DIRECWAY	160.00	13.60	68.61	242.21
41507773	31-AUG-10	Actual-1800A-RE	969.34	0.00	383.31	1352.65
41505036	31-AUG-10	Actual-1000A-RO	2107.25	0.00	833.40	2940.65
		Sub Total	4180.00	13.60	1658.51	5852.11
SEP-2010						
10493176	02-SEP-10	GUEST SRVCS TRA	160.00	0.00	63.28	223.28
10493256	02-SEP-10	GUEST SATISFACT	40.00	0.00	15.82	55.82
21148444	22-SEP-10	WYNREWARDS 5%	101.76	0.00	38.74	140.50

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Report Date : 07-JAN-13

ITEMIZED STATEMENT

Customer No : 11578-91725-02-DAY
Address : 105 AIRPORT RD., OZARK, AR, 72949-9204, US
As of Date: 07-JAN-2013

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	10499259	23-SEP-10	GUEST SRVCS TRA		160.00	0.00	60.80	220.80
	10499258	23-SEP-10	GUEST SATISFACT		30.00	0.00	11.48	41.48
	30493127	30-SEP-10	HughesNet VSAT		160.00	13.60	65.93	239.53
			Sub Total		651.76	13.60	256.05	921.41
OCT-2010	TA0166009	17-OCT-10	T/A COMMISSIONS		159.75	0.00	58.40	218.15
	TR0166009	17-OCT-10	TMC / CONSORTIA		8.65	0.00	3.11	11.76
	TM0166009	17-OCT-10	MEMBER BENEFIT		5.60	0.00	2.05	7.65
	1166009	17-OCT-10	GDS & INTERNET		47.40	0.00	17.23	64.63
	21150757	22-OCT-10	WYNREWARDS 5%		152.18	0.00	55.54	207.72
	30501527	29-OCT-10	PM SYSTEM TRAIN		(1500.00)	0.00	0.00	(1500.00)
	41578155	31-OCT-10	Actual-1210A-MA		632.18	0.00	228.54	860.72
	41578684	31-OCT-10	Actual-1800A-RE		969.34	0.00	350.38	1319.72
	41553501	31-OCT-10	5715A-HughesNet		160.00	13.60	63.32	236.92
	41577254	31-OCT-10	Actual-1000A-RO		2107.25	0.00	761.79	2869.04
			Sub Total		2742.35	13.60	1540.36	4296.31
NOV-2010	TR0172674	21-NOV-10	TMC / CONSORTIA		6.48	0.00	2.28	8.76
	1172674	21-NOV-10	GDS & INTERNET		26.00	0.00	9.05	35.05
	TA0172674	21-NOV-10	T/A COMMISSIONS		49.98	0.00	17.41	67.39
	TM0172674	21-NOV-10	MEMBER BENEFIT		5.20	0.00	1.83	7.03
	21154859	22-NOV-10	WYNREWARDS 5%		381.09	0.00	133.27	514.36
	41604758	30-NOV-10	Actual-1210A-MA		303.31	0.00	106.00	409.31
	41605995	30-NOV-10	Actual-1000A-RO		1011.05	0.00	353.38	1364.43
	41590213	30-NOV-10	5715A-HughesNet		160.00	13.60	60.63	234.23
	41590560	30-NOV-10	5096A-SOFTHOTEL		155.60	13.23	59.02	227.85
	41603816	30-NOV-10	Actual-1800A-RE		465.08	0.00	162.59	627.67
			Sub Total		2563.79	26.83	905.46	3496.08
DEC-2010	TR0178770	20-DEC-10	TMC / CONSORTIA		6.82	0.00	2.31	9.13

Report Date : 07-JAN-13

ITEMIZED STATEMENT

Customer No : 11578-91725-02-DAY
 Address : 105 AIRPORT RD., OZARK, AR, 72949-9204, US
 As of Date: 07-JAN-2013

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
JAN-2011	TM0178770	20-DEC-10	MEMBER BENEFIT		10.40	0.00	3.49	13.89
	TA0178770	20-DEC-10	T/A COMMISSIONS		135.74	0.00	45.32	181.06
	1178770	20-DEC-10	GDS & INTERNET		42.80	0.00	14.24	57.04
	21155495	22-DEC-10	WYNREWARDS 5%		235.11	0.00	78.50	313.61
	41619771	31-DEC-10	5715A-HughesNet		160.00	13.60	57.94	231.54
	41637632	31-DEC-10	Actual-1800A-RE		495.66	0.00	165.48	661.14
	41621069	31-DEC-10	5096A-SOFTHOTEL		155.60	13.23	56.41	225.24
	41638325	31-DEC-10	Actual-1000A-RO		1077.51	0.00	359.85	1437.36
	41636643	31-DEC-10	Actual-1210A-MA		323.25	0.00	107.97	431.22
				Sub Total	2642.89	26.83	891.51	3561.23
	TA0185596	16-JAN-11	T/A COMMISSIONS		13.18	0.00	4.37	17.55
	TR0185596	16-JAN-11	TMC / CONSORTIA		2.16	0.00	0.66	2.82
	1185596	16-JAN-11	GDS & INTERNET		10.20	0.00	3.41	13.61
JAN-2011	TM0185596	16-JAN-11	MEMBER BENEFIT		28.00	0.00	9.32	37.32
	21160853	22-JAN-11	WYNREWARDS 5%		298.16	0.00	98.80	396.96
	41676754	31-JAN-11	Actual-1000A-RO		840.71	0.00	273.55	1114.26
	41661699	31-JAN-11	5096A-SOFTHOTEL		155.60	13.23	55.23	224.06
	41675067	31-JAN-11	Actual-1800A-RE		386.73	0.00	125.79	512.52
	41679721	31-JAN-11	Actual-1210A-MA		252.21	0.00	82.06	334.27
	41661491	31-JAN-11	5715A-HughesNet		160.00	13.60	56.73	230.33
				Sub Total	2146.95	26.83	709.92	2883.70
FEB-2011	1191335	20-FEB-11	GDS & INTERNET		30.60	0.00	9.66	40.26
	TM0191335	20-FEB-11	MEMBER BENEFIT		21.60	0.00	6.76	28.36
	TA0191335	20-FEB-11	T/A COMMISSIONS		65.79	0.00	20.88	86.67
				Sub Total				

TR0191335	20-FEB-11	TMC / CONSORTIA	12.97	0.00	4.07	17.04
21162011	22-FEB-11	WYNREWARDS 5%	226.09	0.00	71.39	297.48
41703608	28-FEB-11	Actual-1800A-RE	536.27	0.00	167.68	703.95
41690310	28-FEB-11	5096A-SOFTHOTEL	155.60	13.23	52.86	221.69
41690329	28-FEB-11	5715A-HughesNet	160.00	13.60	54.30	227.90
41702700	28-FEB-11	Actual-1210A-MA	349.74	0.00	109.40	459.14
41702988	28-FEB-11	Actual-1000A-RO	1165.81	0.00	364.64	1530.45

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Report Date : 07-JAN-13

ITEMIZED STATEMENT

Customer No : 11578-91725-02-DAY
 Address : 105 AIRPORT RD., OZARK, AR, 72949-9204, US
 As Of Date: 07-JAN-2013

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
=====								
				Sub Total	2724.47	26.83	861.64	3612.94
					=====	=====	=====	=====
MAR-2011	TR0197799	13-MAR-11	TMC / CONSORTIA		19.26	0.00	5.90	25.16
	TA0197799	13-MAR-11	T/A COMMISSIONS		143.49	0.00	43.70	187.19
	TM0197799	13-MAR-11	MEMBER BENEFIT		20.80	0.00	6.30	27.10
	1197799	13-MAR-11	GDS & INTERNET		46.40	0.00	14.19	60.59
	21164938	22-MAR-11	WYNREWARDS 5%		318.50	0.00	96.24	414.74
	41721482	31-MAR-11	5715A-HughesNet		160.00	13.60	51.61	225.21
	41736082	31-MAR-11	Actual-1800A-RE		647.92	0.00	192.64	840.56
	41736937	31-MAR-11	Actual-1210A-MA		422.55	0.00	125.67	548.22
	41732785	31-MAR-11	Actual-1000A-RO		1408.51	0.00	418.83	1827.34
	41724410	31-MAR-11	5096A-SOFTHOTEL		155.60	13.23	50.25	219.08
				Sub Total	3343.03	26.83	1005.33	4375.19
					=====	=====	=====	=====

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
APR-2011	21167791	22-APR-11	WYNREWARDS 5%		315.15	0.00	90.26	405.41
	TM0205648	27-APR-11	MEMBER BENEFIT		26.40	0.00	7.53	33.93
	TR0205648	27-APR-11	TMC / CONSORTIA		2.08	0.00	0.56	2.64
	TA0205648	27-APR-11	T/A COMMISSIONS		47.13	0.00	13.40	60.53
	1205648	27-APR-11	GDS & INTERNET		52.00	0.00	14.80	66.80
	41752133	30-APR-11	5715A-HughesNet		160.00	13.60	49.01	222.61
	41752247	30-APR-11	5096A-SOFTHOTEL		155.60	13.23	47.71	216.54
	41766396	30-APR-11	Actual-1000A-RO		1439.15	0.00	406.63	1845.78
	41767766	30-APR-11	Actual-1210A-MA		431.74	0.00	121.98	553.72
	41767928	30-APR-11	Actual-1800A-RE		662.01	0.00	187.01	849.02
			Sub Total		3291.26	26.83	938.89	4256.98

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
MAY-2011	30573531	05-MAY-11	2010 CONF CREDI		(21.00)	0.00	0.00	(21.00)
	30584458	11-MAY-11	Duplicate Commi		(52.33)	0.00	0.00	(52.33)
	30588316	11-MAY-11	Duplicate GSA/I		(18.40)	0.00	0.00	(18.40)
	21169454	22-MAY-11	WYNREWARDS 5%		250.56	0.00	68.00	318.56

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Report Date : 07-JAN-13

ITEMIZED STATEMENT

Customer No : 11578-91725-02-DAY
Address : 105 AIRPORT RD., OZARK, AR, 72949-9204, US
As of Date: 07-JAN-2013

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	21171537	22-MAY-11	WYNREWARDS CRDT		(42.16)	0.00	0.00	(42.16)
	1211177	27-MAY-11	GDS & INTERNET		86.20	0.00	23.21	109.41
	TA0211177	27-MAY-11	T/A COMMISSIONS		132.53	0.00	35.62	168.15
	TM0211177	27-MAY-11	MEMBER BENEFIT		20.80	0.00	5.56	26.36
	41801175	31-MAY-11	Actual-1000A-RO		11.97	0.00	18.91	30.88
	41789607	31-MAY-11	5715A-HughesNet		160.00	13.60	46.32	219.92
	41787214	31-MAY-11	5096A-SOFTHOTEL		155.60	13.23	45.10	213.93

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Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
AUG-2011	41844731	31-JUL-11	5096A-SOFTHOTEL		155.60	13.23	39.94	208.77
	41862874	31-JUL-11	Actual-1800A-RE		771.22	0.00	182.17	953.39
			Sub Total		4187.85	26.83	999.52	5214.20
	21181134	22-AUG-11	WYNREWARDS 5%		357.73	0.00	80.65	438.38
	TM0232213	27-AUG-11	MEMBER BENEFIT		16.40	0.00	3.65	20.05
	1232213	27-AUG-11	GDS & INTERNET		11.90	0.00	2.62	14.52
	TA0232213	27-AUG-11	T/A COMMISSIONS		12.60	0.00	2.85	15.45
	41884310	31-AUG-11	5096A-SOFTHOTEL		155.60	13.23	37.33	206.16
	41902158	31-AUG-11	Actual-1800A-RE		641.98	0.00	136.49	778.47
	41900938	31-AUG-11	Actual-1000A-RO		1395.60	0.00	296.70	1692.30
SEP-2011	41883784	31-AUG-11	5715A-HughesNet		160.00	13.60	38.34	211.94
	41901356	31-AUG-11	Actual-1210A-MA		418.68	0.00	89.02	507.70
			Sub Total		3170.49	26.83	687.65	3884.97
	10566505	08-SEP-11	GUEST SATISFACT		60.00	0.00	13.02	73.02
	10566506	08-SEP-11	GUEST SRVCS TRA		160.00	0.00	34.72	194.72
	30621357	15-SEP-11	ONLINE LRNG LIB		50.00	0.00	10.72	60.72
	21182240	22-SEP-11	WYNREWARDS 5%		276.65	0.00	58.11	334.76
	30629809	28-SEP-11	GLOBAL CONFEREN		999.00	0.00	121.88	1120.88
	TM0238923	29-SEP-11	MEMBER BENEFIT		5.60	0.00	1.16	6.76
	41904538	30-SEP-11	5715A-HughesNet		160.00	13.60	35.74	209.34
OCT-2011	41904264	30-SEP-11	5096A-SOFTHOTEL		155.60	13.23	34.79	203.62
	41931576	30-SEP-11	Actual-1800A-RE		689.15	0.00	139.22	828.37
	41932330	30-SEP-11	Actual-1000A-RO		1498.16	0.00	302.65	1800.81
	41930661	30-SEP-11	Actual-1210A-MA		449.45	0.00	90.82	540.27
			Sub Total		4503.61	26.83	842.83	5373.27
	21185152	22-OCT-11	WYNREWARDS 5%		415.66	0.00	81.02	496.68
	1245266	27-OCT-11	GDS & INTERNET		25.40	0.00	4.86	30.26
			Sub Total		415.66	0.00	81.02	496.68
					25.40	0.00	4.86	30.26

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Report Date : 07-JAN-13

ITEMIZED STATEMENT

Customer No : 11578-91725-02-DAY
 Address : 105 AIRPORT RD., OZARK, AR, 72949-9204, US
 As of Date: 07-JAN-2013

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
NOV-2011	TM0245266	27-OCT-11	MEMBER BENEFIT		5.20	0.00	1.01	6.21
	TA0245266	27-OCT-11	T/A COMMISSIONS		55.33	0.00	10.67	66.00
	41942505	31-OCT-11	5715A-HughesNet		160.00	13.60	33.05	206.65
	41942156	31-OCT-11	5096A-SOFTHOTEL		163.38	13.89	33.79	211.06
	41961752	31-OCT-11	Actual-1800A-RE		903.76	0.00	172.53	1076.29
	41959230	31-OCT-11	Actual-1000A-RO		1964.70	0.00	375.00	2339.70
NOV-2011	41960256	31-OCT-11	Actual-1210A-MA		589.41	0.00	112.53	701.94
	Sub Total				4282.84	27.49	824.46	5134.79
	21189094	22-NOV-11	WYNREWARDS 5%		321.94	0.00	57.79	379.73
	41993419	30-NOV-11	Actual-1210A-MA		311.64	0.00	54.71	366.35
	41976274	30-NOV-11	5096A-SOFTHOTEL		163.38	13.89	31.13	208.40
	41978300	30-NOV-11	5715A-HughesNet		160.00	13.60	30.45	204.05
DEC-2011	41991666	30-NOV-11	Actual-1000A-RO		1038.80	0.00	182.41	1221.21
	41990890	30-NOV-11	Actual-1800A-RE		477.85	0.00	83.95	561.80
	Sub Total				2473.61	27.49	440.44	2941.54
	10585231	14-DEC-11	GUEST SRVCS TRA		160.00	0.00	26.96	186.96
	10585230	14-DEC-11	GUEST SATISFACT		40.00	0.00	6.74	46.74
	10586850	21-DEC-11	GUEST SATISFACT		40.00	0.00	6.60	46.60
DEC-2011	10586851	21-DEC-11	GUEST SRVCS TRA		160.00	0.00	26.40	186.40
	21191412	22-DEC-11	WYNREWARDS 5%		295.64	0.00	48.61	344.25
	10586952	28-DEC-11	GUEST SATISFACT		30.00	0.00	4.88	34.88
	10586950	28-DEC-11	GUEST SRVCS TRA		160.00	0.00	25.84	185.84
	42005863	31-DEC-11	5715A-HughesNet		160.00	13.60	27.76	201.36
	42021051	31-DEC-11	Actual-1210A-MA		359.21	0.00	57.49	416.70

42019432 31-DEC-11 Actual-1000A-RO 1197.38 0.00 191.58 1388.96
 42005087 31-DEC-11 5096A-SOFTHOTEL 163.38 13.89 28.38 205.65
 42021594 31-DEC-11 Actual-1800A-RE 550.79 0.00 88.14 638.93

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Report Date : 07-JAN-13

ITEMIZED STATEMENT

Customer No : 11578-91725-02-DAY
 Address : 105 AIRPORT RD., OZARK, AR, 72949-9204, US
 As of Date: 07-JAN-2013

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
JAN-2012								
	10588938	11-JAN-12	GUEST SRVCS TRA		160.00	0.00	24.72	184.72
	10588940	11-JAN-12	GUEST SATISFACT		65.23	0.00	10.08	75.31
	21195224	22-JAN-12	WYNREWARDS 5%		266.25	0.00	39.67	305.92
	42056951	31-JAN-12	Actual-1210A-WA		230.02	0.00	33.26	263.28
	42034422	31-JAN-12	5096A-SOFTHOTEL		163.38	13.89	25.63	202.90
	42057939	31-JAN-12	Actual-1800A-RE		352.70	0.00	50.98	403.68
	42056455	31-JAN-12	Actual-1000A-RO		766.75	0.00	110.77	877.52
	42035461	31-JAN-12	5715A-HughesNet		160.00	13.60	25.07	198.67
			Sub Total		3316.40	27.49	539.38	3883.27
FEB-2012								
	21198697	22-FEB-12	WYNREWARDS 5%		141.04	0.00	18.86	159.90
	42066343	29-FEB-12	5715A-HughesNet		160.00	13.60	22.55	196.15
			Sub Total		2164.33	27.49	320.18	2512.00

42090110	29-FEB-12	Actual-1000A-RO	841.62	0.00	108.94	950.56
42064581	29-FEB-12	5096A-SOFTHOTEL	163.38	13.89	23.06	200.33
42087813	29-FEB-12	Actual-1210A-MA	252.49	0.00	32.68	285.17
42087882	29-FEB-12	Actual-1800A-RE	387.14	0.00	50.11	437.25
Sub Total			1945.67	27.49	256.20	2229.36
=====						
MAR-2012	15-MAR-12	GLOBAL CONFEREN	100.00	0.00	12.20	112.20
30673351	22-MAR-12	WYNREWARDS 5%	197.90	0.00	23.56	221.46
21199454	31-MAR-12	Actual-1800A-RE	582.89	0.00	66.68	649.57
42114850	31-MAR-12	Actual-1210A-MA	380.15	0.00	43.51	423.66
42114611	31-MAR-12	5715A-HughesNet	160.00	13.60	19.86	193.46
42096770	31-MAR-12	5096A-SOFTHOTEL	163.38	13.89	20.31	197.58
42096721	31-MAR-12	Actual-1000A-RO	1267.16	0.00	145.01	1412.17
42113726						

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Report Date : 07-JAN-13

ITEMIZED STATEMENT

Customer No : 11578-91725-02-DAY
 Address : 105 AIRPORT RD., OZARK, AR, 72949-9204, US
 As of Date: 07-JAN-2013

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
=====								
Sub Total					2851.48	27.49	331.13	3210.10
=====								
APR-2012	10601801	12-APR-12	GUEST SATISFACT		45.00	0.00	4.91	49.91
	10601802	12-APR-12	GUEST SRVCS TRA		160.00	0.00	17.36	177.36
	10603468	19-APR-12	GUEST SRVCS TRA		160.00	0.00	16.80	176.80

10603470	19-APR-12	GUEST SATISFACT	50.00	0.00	5.27	55.27
21203731	22-APR-12	WYNREWARDS 5%	368.95	0.00	38.18	407.13
42125211	30-APR-12	5715A-HughesNet	160.00	13.60	17.26	190.86
42124703	30-APR-12	5096A-SOFTHOTEL	163.38	13.89	17.65	194.92
42148894	30-APR-12	Actual-1210A-MA	381.15	0.00	38.41	419.56
42148948	30-APR-12	Actual-1800A-RE	584.44	0.00	58.90	643.34
42147456	30-APR-12	Actual-1000A-RO	1270.51	0.00	128.02	1398.53
30683423	30-APR-12	Nov 2011 NT Aud	294.69	0.00	29.33	324.02
30683887	30-APR-12	Nov 2011 NT Aud	387.75	0.00	38.59	426.34
Sub Total			4025.87	27.49	410.68	4464.04
=====						
MAY-2012	10606077	GUEST SATISFACT	50.00	0.00	4.92	54.92
	10606078	GUEST SRVCS TRA	160.00	0.00	15.68	175.68
	21206022	WYNREWARDS 5%	256.52	0.00	22.72	279.24
	10609183	GUEST SRVCS TRA	160.00	0.00	14.00	174.00
	10609182	GUEST SATISFACT	50.00	0.00	4.39	54.39
	42176647	Actual-1210A-MA	588.69	0.00	49.00	637.69
	42165427	5096A-SOFTHOTEL	163.38	13.89	14.90	192.17
	42165974	5715A-HughesNet	160.00	13.60	14.57	188.17
	42174982	Actual-1000A-RO	1962.30	0.00	163.38	2125.68
	42176973	Actual-1800A-RE	902.66	0.00	75.15	977.81
Sub Total			4453.55	27.49	378.71	4859.75
=====						
JUN-2012	21208761	WYNREWARDS 5%	524.97	0.00	38.32	563.29
	42195914	5096A-SOFTHOTEL	163.38	13.89	12.24	189.51

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Report Date : 07-JAN-13

ITEMIZED STATEMENT

Customer No : 11578-91725-02-DAY
 Address : 105 AIRPORT RD., OZARK, AR, 72949-9204, US
 As of Date: 07-JAN-2013

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
	42211978	30-JUN-12	Actual-1000A-RO		2176.40	0.00	149.70	2326.10
	42213444	30-JUN-12	Actual-1210A-MA		652.92	0.00	44.90	697.82
	42214110	30-JUN-12	Actual-1800A-RE		1001.14	0.00	68.87	1070.01
	42196873	30-JUN-12	5715A-HughesNet		160.00	13.60	11.97	185.57
			Sub Total		4678.81	27.49	326.00	5032.30
JUL-2012	21213360	22-JUL-12	WYNREWARDS 5%		420.82	0.00	24.40	445.22
	42221278	30-JUL-12	5096A-SOFTHOTEL		163.38	13.89	9.58	186.85
	42220471	30-JUL-12	5715A-HughesNet		160.00	13.60	9.37	182.97
	42236124	31-JUL-12	Actual-1210A-MA		515.86	0.00	27.61	543.47
	42237014	31-JUL-12	Actual-1800A-RE		790.98	0.00	42.31	833.29
	42238219	31-JUL-12	Actual-1000A-RO		1719.52	0.00	91.99	1811.51
			Sub Total		3770.56	27.49	205.26	4003.31
AUG-2012	10625231	02-AUG-12	GUEST SRVCS TRA		160.00	0.00	8.40	168.40
	10625233	02-AUG-12	GUEST SATISFACT		60.00	0.00	3.15	63.15
	10627274	09-AUG-12	GUEST SRVCS TRA		160.00	0.00	7.84	167.84
	10627276	09-AUG-12	GUEST SATISFACT		75.00	0.00	3.68	78.68
	30708909	14-AUG-12	2013 ALLIANCE D		360.00	0.00	0.00	360.00
	21216577	22-AUG-12	WYNREWARDS 5%		226.91	0.00	9.64	236.55
	42256644	31-AUG-12	5715A-HughesNet		160.00	13.60	6.59	180.19
	42257831	31-AUG-12	5096A-SOFTHOTEL		163.38	13.89	6.74	184.01
	42270296	31-AUG-12	Actual-1000A-RO		1289.42	0.00	49.00	1338.42
	42272030	31-AUG-12	Actual-1210A-MA		386.83	0.00	14.70	401.53
	42272819	31-AUG-12	Actual-1800A-RE		593.14	0.00	22.54	615.68
			Sub Total		3634.68	27.49	132.28	3794.45
SEP-2012	10635942	13-SEP-12	GUEST SATISFACT		65.23	0.00	2.06	67.29
	10635862	13-SEP-12	GUEST SRVCS TRA		160.00	0.00	5.04	165.04
	10637754	20-SEP-12	GUEST SATISFACT		70.00	0.00	1.96	71.96

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Report Date : 07-JAN-13

ITEMIZED STATEMENT

Customer No : 11578-91725-02-DAY
 Address : 105 AIRPORT RD., OZARK, AR, 72949-9204, US
 As of Date: 07-JAN-2013

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
OCT-2012	10637755	20-SEP-12	GUEST SRVCS TRA		160.00	0.00	4.48	164.48
	21217196	22-SEP-12	WYNREWARDS 5%		274.83	0.00	7.42	282.25
	42305703	30-SEP-12	Actual-1210A-MA		367.08	0.00	8.45	375.53
	42285690	30-SEP-12	5096A-SOFTHOTEL		163.38	13.89	4.08	181.35
	42286279	30-SEP-12	5715A-HughesNet		160.00	13.60	3.99	177.59
			Sub Total		1420.52	27.49	37.48	1485.49
OCT-2012	30722169	02-OCT-12	ONLINE LRNG LIB		50.00	0.00	1.10	51.10
	21221953	22-OCT-12	WYNREWARDS 5%		391.03	0.00	4.69	395.72
	42332289	31-OCT-12	Accrual-1210A-M	*	590.25	0.00	4.43	594.68
	42332270	31-OCT-12	Accrual-1800A-R	*	905.05	0.00	6.79	911.84
	42319190	31-OCT-12	5096A-SOFTHOTEL		163.38	13.89	1.33	178.60
	42333266	31-OCT-12	Accrual-1000A-R	*	1967.50	0.00	14.76	1982.26
NOV-2012	42319111	31-OCT-12	5715A-HughesNet		160.00	13.60	1.30	174.90
			Sub Total		4227.21	27.49	34.40	4289.10
	21224005	22-NOV-12	WYNREWARDS 5%		520.04	0.00	0.00	520.04
	42347870	30-NOV-12	5715A-HughesNet		160.00	13.60	0.00	173.60
	42345758	30-NOV-12	5096A-SOFTHOTEL		163.38	13.89	0.00	177.27
	42368240	30-NOV-12	Accrual-1000A-R	*	1157.05	0.00	0.00	1157.05
NOV-2012	42367408	30-NOV-12	Accrual-1800A-R	*	532.24	0.00	0.00	532.24
	42364625	30-NOV-12	Accrual-1210A-M	*	347.12	0.00	0.00	347.12
			Sub Total		2879.83	27.49	0.00	2907.32

[illegible]

Page 12 of 13

Report Date : 07-JAN-13

ITEMIZED STATEMENT

Customer No : 11578-91725-02-DAY
Address : 105 AIRPORT RD., OZARK, AR, 72949-9204, US
As of Date: 07-JAN-2013

[illegible]

Requested By: Brenda Rawles

* Please note the accruals on your account are estimates. Make sure to promptly submit your actual gross room revenue and rooms sold.

END OF REPORT



Shipment Receipt

Transaction Date: 16 Jan 2013

Tracking Number:

1Z22445X0290708992

1 Address Information

Ship To:
OZARK MOTEL PROPERTIES, INC.
MR. SAM GOVAN
265 UNION AVENUE
MEMPHIS TN 381035208

Ship From:
Wyndham Hotel Group - 22 Sylvan
Brenda Rawles
22 Sylvan Way
Parsippany NJ 07054
Telephone:973-753-7837

Return Address:
Wyndham Hotel Group - 22 Sylvan
Brenda Rawles
22 Sylvan Way
Parsippany NJ 07054
Telephone:973-753-7837

2 Package Information

Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1. Letter	UPS Letter		Reference # 1 - 006-1696

3 UPS Shipping Service and Shipping Options

Service: UPS 2nd Day Air
Guaranteed By: End of Day Friday, Jan 18, 2013
Shipping Fees Subtotal: 16.37 USD
Transportation: 14.75 USD
Fuel Surcharge: 1.62 USD

4 Payment Information

Bill Shipping Charges to:

Shipper's Account 22445X

A discount has been applied to the Daily rates for this shipment

Total Charged:	16.37 USD
Negotiated Total:	5.67 USD

Note: Your invoice may vary from the displayed reference rates.

* For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

EXHIBIT H

WYNDHAM

HOTEL GROUP
Compliance Department
22 Sylvan Way
Parsippany, New Jersey 07054
Ph (973) 753-6000 • fax (800) 880-9445
www.wyndhamworldwide.com

March 22, 2013

VIA 2 DAY DELIVERY METHOD

Mr. Nick Patel
Ozark Motels Properties, Inc.
611 Providence Drive
Bryant, AR 72022

Re: NOTICE OF TERMINATION of License Agreement, dated February 14, 2000, (the "Agreement") between Ozark Motels Properties, Inc., ("you" or "your") and Days Inns Worldwide, Inc., successor in interest to Days Inns of America, Inc., ("we", "our" or "us") for the Days Inn® System Unit #11578-91725-02 located in Ozark, AR (the "Facility")

Dear Mr. Patel:

We write to give you formal notice of the termination of the License granted under the Agreement to operate the Facility as part of the Days Inn System (the "Notice"). This termination is a result of your failure to cure your default under the Agreement, due to your failure to meet your financial obligations. The termination of your Agreement is effective as of the date of this Notice (the "Termination Date").

Because your Agreement has terminated, you must now perform your post-termination obligations such as the removal of all items that display or refer to the Days Inn brand at the Facility. The de-identification procedures are specified in the attachment to this Notice. These de-identification procedures must be completed within ten (10) days from the delivery date of this Notice.

You must also immediately pay us the full amount of all Recurring Fees and other charges due under the Agreement through the date you complete the de-identification process. We estimate that, as of the date of this Notice, you owe us \$121,753.35 in Recurring Fees. This amount is described in more detail in the attached itemized statement. Additionally, you must pay us Liquidated Damages of \$80,000.00 as specified in section 12.1 of the Agreement. You must also pay de-commission fees of \$325.00 for the termination of the Connectivity Equipment Lease and Services Addendum (the "Addendum"). The Addendum has also terminated on the Termination Date.

Please know that, because the Agreement has terminated, you also have lost the right to continue to use the seamless interface version of your property management system. You must now make arrangements with the software vendor for a new license to use the property management system. If the Facility has WynGuest system installed, please be advised that due to the termination you will have limited functionality from the system. Should you wish to continue using an independent version of the software and be interested in a minimum continuation agreement of 24 months, please contact Sabre at 877-520-3646, an authorized reseller of the WynGuest product. If your property is planning to migrate to another property management system in less than 24 months, please contact your provider to expedite the installation. If you would like to inquire about the data maintained in the system, please contact Scott Robertson at 506-631-2104 to obtain reporting of that data.

WYNDHAM

HOTEL GROUP

WYNDHAM
Hotels and Resorts

WYNDHAM
GRAND COLLECTION

WYNDHAM
GARDEN

TRYP

WINGATE
BY WYNDHAM

HAWTHORN
SUITES BY WYNDHAM

MICROTEL
BY WYNDHAM

DREAM
HOTELS

planet
hollywood

RAMADA
WORLDWIDE

MOH

BAYMONT
INN & SUITES

DaysInn

Howard Johnson

Howard Johnson

Travelodge

Knights
Inn

Ms. Kirit Patel
March 22, 2013
Page Two

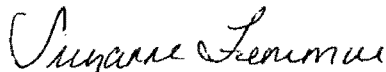
If within the ten (10) day period described above, you do not timely remove the exterior signage which bears the Days Inn name and marks, we may exercise our rights under the Agreement and send an independent contractor to the Facility to remove all such signage at and around the Facility. The cost of sign removal will be added to your final invoice from us. If you object to the removal of the signage by our independent contractor, you must notify us within ten (10) days of the date of this Notice.

If you do not timely complete each of these post-termination obligations, we will refer this matter to our legal department to ensure that we recover from you all amounts owed and that all of your post-termination obligations to us are performed.

This Notice does not modify, replace or affect any default under the Agreement, or any other default and termination notices, if any, from us or any of our affiliates regarding the Facility. Please consider this letter to be a notice and demand for payment under any Guaranty of the Agreement, directed to your Guarantor.

If you have any questions regarding your obligations under this Notice, please contact Larry Geer, Senior Director of Settlements, at (973) 753-7131.

Sincerely,



Suzanne Fenimore
Senior Director
Contracts Compliance

Enclosure

cc: Gopal Govan (Guarantor)
Clyde Guinn
Larry Geer

DE-IDENTIFICATION PROCEDURES

You must complete each of the following within 10 days after the Termination Date:

1. Remove, replace or cover with an opaque cover the primary Facility signage.
2. Remove all interior signage that contains Days Inn Marks.
3. Change advertising billboards to remove Days Inn Marks.
4. Stop answering Facility telephone as Days Inn guest lodging facility.
5. Remove Days Inn name and Marks from any domain name, advertising and brochures.
6. Return to us all confidential operations and training manuals.
7. Remove the Days Inn name and Marks from the following items:
 - Stationery, pads and pens
 - Directories and brochures
 - Business cards
 - Folios and registration cards
 - Do-not-disturb cards
 - Comment cards
 - Telephone plates
 - Telephone dialing instructions
 - TV channel ID plates
 - Rate/law cards
 - Door signage
 - Soap/shampoo
 - Key tags
 - Credit card imprinter
 - Laundry bags
 - Name tags/uniforms
 - Ice buckets/trays
 - Ashtrays/matches
 - Plaques
 - Guest checks/receipts
 - Menus
8. Paint over or remove any distinctive Days Inn trade dress, paint schemes or architectural features.
9. It is prohibited to re-name the Facility with a confusingly similar name or color scheme as a Days Inn facility.
10. Our quality assurance inspectors will visit the Facility at any time after 10 days after the Termination Date to verify that you have performed these de-identification obligations.

Report Date : 22-MAR-13

ITEMIZED STATEMENT

As of Date (DD-MMM-YYYY) : 22-MAR-2013
Customer No : 11578-91725-02-DAY
Category Set :
Category Group :
Group No :
Bankruptcy : No Bankruptcy Sites
Disputed : No
Finance Charges Included: Yes

Report Date : 22-MAR-13

ITEMIZED STATEMENT

Customer No : 11578-91725-02-DAY
 Address : 105 AIRPORT RD., OZARK, AR, 72949-9204, US
 As of Date: 22-MAR-2013

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
JUN-2010	41440370	30-JUN-10	Actual-1000A-RO		0.00	0.00	56.28	56.28
			Sub Total		0.00	0.00	56.28	56.28
JUL-2010	10471794	01-JUL-10	GUEST SATISFACT		35.00	0.00	4.77	39.77
	30462050	12-JUL-10	PM SYSTEM SOFTW		226.04	19.21	119.91	365.16
	30462049	12-JUL-10	SoftHotel Hardw		113.82	9.67	60.35	183.84
	30462051	12-JUL-10	PM SYSTEM TRAIN		0.00	0.00	238.12	238.12
	30462053	12-JUL-10	PM SYSTEM HW WR		0.00	0.00	9.10	9.10
	30462052	12-JUL-10	EQUIP SHIPPING		14.50	1.23	7.68	23.41
	1145891	18-JUL-10	GDS & INTERNET		85.45	0.00	10.28	95.73
	TA0145891	18-JUL-10	T/A COMMISSIONS		185.80	0.00	22.39	208.19
	21141703	22-JUL-10	WYNREWARDS 5%		179.92	0.00	21.69	201.61
	41465548	31-JUL-10	5066A-DIRECWAY		160.00	13.60	20.91	194.51
	41481112	31-JUL-10	Actual-1000A-RO		1452.88	0.00	726.95	2179.83
			Sub Total		2453.41	43.71	1242.15	3739.27
AUG-2010	TM0152362	22-AUG-10	MEMBER BENEFIT		22.40	0.00	9.92	32.32
	21146656	22-AUG-10	WYNREWARDS 5%		195.35	0.00	85.93	281.28
	TR0152362	22-AUG-10	TMC / CONSORTIA		6.98	0.00	3.06	10.04
	TA0152362	22-AUG-10	T/A COMMISSIONS		67.10	0.00	29.54	96.64
	1152362	22-AUG-10	GDS & INTERNET		19.40	0.00	8.52	27.92
	41506067	31-AUG-10	Actual-1210A-MA		632.18	0.00	278.47	910.65
	41487320	31-AUG-10	5066A-DIRECWAY		160.00	13.60	76.30	249.90
	41507773	31-AUG-10	Actual-1800A-RE		969.34	0.00	426.92	1396.26
	41505036	31-AUG-10	Actual-1000A-RO		2107.25	0.00	928.22	3035.47
			Sub Total		4180.00	13.60	1846.88	6040.48
SEP-2010	10493176	03-SEP-10	GUEST SRVCS TRA		160.00	0.00	70.48	230.48
	10493256	03-SEP-10	GUEST SATISFACT		40.00	0.00	17.59	57.59
	21148444	23-SEP-10	WYNREWARDS 5%		101.76	0.00	43.32	145.08

Report Date : 22-MAR-13

ITEMIZED STATEMENT

Customer No : 11578-91725-02-DAY
 Address : 105 AIRPORT RD., OZARK, AR, 72949-9204, US
 As of Date: 22-MAR-2013

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
OCT-2010	10499259	23-SEP-10	GUEST SRVCS TRA		160.00	0.00	68.00	228.00
	10499258	23-SEP-10	GUEST SATISFACT		30.00	0.00	12.81	42.81
	30493127	30-SEP-10	HughesNet VSAT		160.00	13.60	73.74	247.34
			Sub Total		651.76	13.60	285.94	951.30
OCT-2010	TA0166009	17-OCT-10	T/A COMMISSIONS		159.75	0.00	65.60	225.35
	TRO166009	17-OCT-10	TMC / CONSORTIA		8.65	0.00	3.49	12.14
	TM0166009	17-OCT-10	MEMBER BENEFIT		5.60	0.00	2.31	7.91
	1166009	17-OCT-10	GDS & INTERNET		47.40	0.00	19.35	66.75
	21150757	22-OCT-10	WYNREWARDS 5%		152.18	0.00	62.39	214.57
	30501527	29-OCT-10	PM SYSTEM TRAIN		(1500.00)	0.00	0.00	(1500.00)
	41578155	31-OCT-10	Actual-1210A-MA		632.18	0.00	256.99	889.17
	41578684	31-OCT-10	Actual-1800A-RE		969.34	0.00	393.99	1363.33
	41593501	31-OCT-10	5715A-HughesNet		160.00	13.60	71.13	244.73
	41577254	31-OCT-10	Actual-1000A-RO		2107.25	0.00	856.61	2963.86
			Sub Total		2742.35	13.60	1731.86	4487.81
NOV-2010	TR0172674	21-NOV-10	TMC / CONSORTIA		6.48	0.00	2.57	9.05
	1172674	21-NOV-10	GDS & INTERNET		26.00	0.00	10.21	36.21
	TA0172674	21-NOV-10	T/A COMMISSIONS		49.98	0.00	19.65	69.63
	TM0172674	21-NOV-10	MEMBER BENEFIT		5.20	0.00	2.06	7.26
	21154859	22-NOV-10	WYNREWARDS 5%		381.09	0.00	150.43	531.52
	41604758	30-NOV-10	Actual-1210A-MA		303.31	0.00	119.65	422.96
	41605995	30-NOV-10	Actual-1000A-RO		1011.05	0.00	398.87	1409.92
	41590213	30-NOV-10	5715A-HughesNet		160.00	13.60	68.44	242.04
	41590560	30-NOV-10	5096A-SOFTHOTEL		155.60	13.23	66.62	235.45
	41603816	30-NOV-10	Actual-1800A-RE		465.08	0.00	183.52	648.60
			Sub Total		2563.79	26.83	1022.02	3612.64
DEC-2010	TR0178770	20-DEC-10	TMC / CONSORTIA		6.82	0.00	2.63	9.45

Report Date : 22-MAR-13

ITEMIZED STATEMENT

Customer No : 11578-91725-02-DAY
 Address : 105 AIRPORT RD., OZARK, AR, 72949-9204, US
 As of Date: 22-MAR-2013

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
JAN-2011	TM0178770	20-DEC-10	MEMBER BENEFIT		10.40	0.00	3.96	14.36
	TA0178770	20-DEC-10	T/A COMMISSIONS		135.74	0.00	51.42	187.16
	1178770	20-DEC-10	GDS & INTERNET		42.80	0.00	16.16	58.96
	21155495	22-DEC-10	WYNREWARDS 5%		235.11	0.00	89.07	324.18
	41619771	31-DEC-10	5715A-HughesNet		160.00	13.60	65.75	239.35
	41637632	31-DEC-10	Actual-1800A-RE		495.66	0.00	187.78	683.44
	41621069	31-DEC-10	5096A-SOFTHOTEL		155.60	13.23	64.01	232.84
	41638325	31-DEC-10	Actual-1000A-RO		1077.51	0.00	408.34	1485.85
	41636643	31-DEC-10	Actual-1210A-MA		323.25	0.00	122.52	445.77
			Sub Total		2642.89	26.83	1011.64	3681.36
JAN-2011	TA0185596	16-JAN-11	T/A COMMISSIONS		13.18	0.00	4.95	18.13
	TR0185596	16-JAN-11	TMC / CONSORTIA		2.16	0.00	0.75	2.91
	1185596	16-JAN-11	GDS & INTERNET		10.20	0.00	3.87	14.07
	TM0185596	16-JAN-11	MEMBER BENEFIT		28.00	0.00	10.57	38.57
	21160853	22-JAN-11	WYNREWARDS 5%		298.16	0.00	112.21	410.37
	41676754	31-JAN-11	Actual-1000A-RO		840.71	0.00	311.38	1152.09
	41661699	31-JAN-11	5096A-SOFTHOTEL		155.60	13.23	62.83	231.66
	41675067	31-JAN-11	Actual-1800A-RE		386.73	0.00	143.18	529.91
	41679721	31-JAN-11	Actual-1210A-MA		252.21	0.00	93.41	345.62
	41661491	31-JAN-11	5715A-HughesNet		160.00	13.60	64.54	238.14
FEB-2011			Sub Total		2146.95	26.83	807.69	2981.47
	1191335	20-FEB-11	GDS & INTERNET		30.60	0.00	11.03	41.63
	TM0191335	20-FEB-11	MEMBER BENEFIT		21.60	0.00	7.72	29.32
	TA0191335	20-FEB-11	T/A COMMISSIONS		-65.79	0.00	23.84	89.63
	TR0191335	20-FEB-11	TMC / CONSORTIA		12.97	0.00	4.65	17.62
	21162011	22-FEB-11	WYNREWARDS 5%		226.09	0.00	81.56	307.65
	41703608	28-FEB-11	Actual-1800A-RE		536.27	0.00	191.81	728.08
	41690310	28-FEB-11	5096A-SOFTHOTEL		155.60	13.23	60.46	229.29
	41690329	28-FEB-11	5715A-HughesNet		160.00	13.60	62.11	235.71
	41702700	28-FEB-11	Actual-1210A-MA		349.74	0.00	125.14	474.88
FEB-2011	41702988	28-FEB-11	Actual-1000A-RO		1165.81	0.00	417.10	1582.91
			Sub Total		2146.95	26.83	807.69	2981.47

Report Date : 22-MAR-13

ITEMIZED STATEMENT

Customer No : 11578-91725-02-DAY
 Address : 105 AIRPORT RD., OZARK, AR, 72949-9204, US
 As of Date: 22-MAR-2013

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
<hr/>								
MAR-2011	TR0197799	13-MAR-11	TMC / CONSORTIA		19.26	0.00	6.77	26.03
	TA0197799	13-MAR-11	T/A COMMISSIONS		143.49	0.00	50.15	193.64
	TM0197799	13-MAR-11	MEMBER BENEFIT		20.80	0.00	7.23	28.03
	1197799	13-MAR-11	GDS & INTERNET		46.40	0.00	16.28	62.68
	21164938	22-MAR-11	WYNREWARDS 5%		318.50	0.00	110.58	429.08
	41721482	31-MAR-11	5715A-HughesNet		160.00	13.60	59.42	233.02
	41736082	31-MAR-11	Actual-1800A-RE		647.92	0.00	221.79	869.71
	41736937	31-MAR-11	Actual-1210A-MA		422.55	0.00	144.69	567.24
	41732785	31-MAR-11	Actual-1000A-RO		1408.51	0.00	482.21	1890.72
	41724410	31-MAR-11	5096A-SOFTHOTEL		155.60	13.23	57.85	226.68
			Sub Total		2724.47	26.83	985.42	3736.72
<hr/>								
APR-2011	21167791	22-APR-11	WYNREWARDS 5%		315.15	0.00	104.43	419.58
	TM0205648	27-APR-11	MEMBER BENEFIT		26.40	0.00	8.72	35.12
	TR0205648	27-APR-11	TMC / CONSORTIA		2.08	0.00	0.65	2.73
	TA0205648	27-APR-11	T/A COMMISSIONS		47.13	0.00	15.52	62.65
	1205648	27-APR-11	GDS & INTERNET		52.00	0.00	17.15	69.15
	41752133	30-APR-11	5715A-HughesNet		160.00	13.60	56.82	230.42
	41752247	30-APR-11	5096A-SOFTHOTEL		155.60	13.23	55.31	224.14
	41766396	30-APR-11	Actual-1000A-RO		1439.15	0.00	471.40	1910.55
	41767766	30-APR-11	Actual-1210A-MA		431.74	0.00	141.40	573.14
	41767928	30-APR-11	Actual-1800A-RE		662.01	0.00	216.80	878.81
			Sub Total		3291.26	26.83	1088.20	4406.29
<hr/>								
MAY-2011	30573531	05-MAY-11	2010 CONF CREDI		(21.00)	0.00	0.00	(21.00)
	30584458	11-MAY-11	Duplicate Commi		(52.33)	0.00	0.00	(52.33)
	30588316	11-MAY-11	Duplicate GSA/I		(18.40)	0.00	0.00	(18.40)
	21169454	22-MAY-11	WYNREWARDS 5%		250.56	0.00	79.27	329.83

Report Date : 22-MAR-13

ITEMIZED STATEMENT

Customer No : 11578-91725-02-DAY
 Address : 105 AIRPORT RD., OZARK, AR, 72949-9204, US
 As of Date: 22-MAR-2013

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
JUN-2011	21171537	22-MAY-11	WYNREWARDS CRDT		(42.16)	0.00	0.00	(42.16)
	1211177	27-MAY-11	GDS & INTERNET		86.20	0.00	27.10	113.30
	TA0211177	27-MAY-11	T/A COMMISSIONS		132.53	0.00	41.58	174.11
	TM0211177	27-MAY-11	MEMBER BENEFIT		20.80	0.00	6.49	27.29
	41801175	31-MAY-11	Actual-1000A-RO		11.97	0.00	19.46	31.43
	41789607	31-MAY-11	5715A-HughesNet		160.00	13.60	54.13	227.73
	41787214	31-MAY-11	5096A-SOFTHOTEL		155.60	13.23	52.70	221.53
				Sub Total	683.77	26.83	280.73	991.33
	21173783	22-JUN-11	WYNREWARDS 5%		319.36	0.00	96.12	415.48
	10548601	23-JUN-11	GUEST SATISFACT		30.00	0.00	9.08	39.08
	10548454	23-JUN-11	GUEST SRVCS TRA		160.00	0.00	48.08	208.08
	10548401	23-JUN-11	GUEST SATISFACT		40.00	0.00	12.02	52.02
	10548599	23-JUN-11	GUEST SRVCS TRA		160.00	0.00	48.08	208.08
	1217913	27-JUN-11	GDS & INTERNET		54.15	0.00	16.16	70.31
JUL-2011	TM0217913	27-JUN-11	MEMBER BENEFIT		116.40	0.00	34.73	151.13
	TR0217913	27-JUN-11	TMC / CONSORTIA		6.82	0.00	2.07	8.89
	TA0217913	27-JUN-11	T/A COMMISSIONS		122.98	0.00	36.72	159.70
	41819887	30-JUN-11	5096A-SOFTHOTEL		155.60	13.23	50.16	218.99
	41833863	30-JUN-11	Actual-1210A-MA		633.08	0.00	188.01	821.09
	41833245	30-JUN-11	Actual-1000A-RO		2110.27	0.00	626.73	2737.00
	41834861	30-JUN-11	Actual-1800A-RE		970.73	0.00	288.35	1259.08
	41818802	30-JUN-11	5715A-HughesNet		160.00	13.60	51.53	225.13
				Sub Total	5039.39	26.83	1507.84	6574.06
	TA0224620	10-JUL-11	T/A COMMISSIONS		10.40	0.00	3.02	13.42
	1224620	10-JUL-11	GDS & INTERNET		11.55	0.00	3.33	14.88
	21176396	22-JUL-11	WYNREWARDS 5%		649.54	0.00	185.77	835.31
	10554246	28-JUL-11	GUEST SATISFACT		90.00	0.00	25.53	115.53
	10554244	28-JUL-11	GUEST SRVCS TRA		160.00	0.00	45.28	205.28
	41862421	31-JUL-11	Actual-1000A-RO		1676.57	0.00	471.54	2148.11
	41863796	31-JUL-11	Actual-1210A-MA		502.97	0.00	141.48	644.45
	41844788	31-JUL-11	5715A-HughesNet		160.00	13.60	48.84	222.44

Report Date : 22-MAR-13

ITEMIZED STATEMENT

Customer No : 11578-91725-02-DAY
 Address : 105 AIRPORT RD., OZARK, AR, 72949-9204, US
 As of Date: 22-MAR-2013

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
AUG-2011	41844731	31-JUL-11	5096A-SOFTHOTEL		155.60	13.23	47.54	216.37
	41862874	31-JUL-11	Actual-1800A-RE		771.22	0.00	216.87	988.09
			Sub Total		4187.85	26.83	1189.20	5403.88
AUG-2011	21181134	22-AUG-11	WYNREWARDS 5%		357.73	0.00	96.74	454.47
	TM0232213	27-AUG-11	MEMBER BENEFIT		16.40	0.00	4.38	20.78
	1232213	27-AUG-11	GDS & INTERNET		11.90	0.00	3.15	15.05
	TA0232213	27-AUG-11	T/A COMMISSIONS		12.60	0.00	3.43	16.03
	41884310	31-AUG-11	5096A-SOFTHOTEL		155.60	13.23	44.93	213.76
	41902158	31-AUG-11	Actual-1800A-RE		641.98	0.00	165.38	807.36
	41900938	31-AUG-11	Actual-1000A-RO		1395.60	0.00	359.50	1755.10
	41883784	31-AUG-11	5715A-HughesNet		160.00	13.60	46.15	219.75
	41901356	31-AUG-11	Actual-1210A-MA		418.68	0.00	107.86	526.54
			Sub Total		3170.49	26.83	831.52	4028.84
SEP-2011	10566505	08-SEP-11	GUEST SATISFACT		60.00	0.00	15.72	75.72
	10566506	08-SEP-11	GUEST SRVCS TRA		160.00	0.00	41.92	201.92
	30621357	15-SEP-11	ONLINE LRNG LIB		50.00	0.00	12.98	62.98
	21182240	22-SEP-11	WYNREWARDS 5%		276.65	0.00	70.56	347.21
	30629809	28-SEP-11	GLOBAL CONFEREN		999.00	0.00	166.83	1165.83
	TM0238923	29-SEP-11	MEMBER BENEFIT		5.60	0.00	1.42	7.02
	41904538	30-SEP-11	5715A-HughesNet		160.00	13.60	43.55	217.15
	41904264	30-SEP-11	5096A-SOFTHOTEL		155.60	13.23	42.39	211.22
	41931576	30-SEP-11	Actual-1800A-RE		689.15	0.00	170.23	859.38
	41932330	30-SEP-11	Actual-1000A-RO		1498.16	0.00	370.06	1868.22
	41930661	30-SEP-11	Actual-1210A-MA		449.45	0.00	111.05	560.50
			Sub Total		4503.61	26.83	1046.71	5577.15
OCT-2011	21185152	22-OCT-11	WYNREWARDS 5%		415.66	0.00	99.72	515.38
	1245266	27-OCT-11	GDS & INTERNET		25.40	0.00	6.00	31.40

Report Date : 22-MAR-13

ITEMIZED STATEMENT

Customer No : 11578-91725-02-DAY
 Address : 105 AIRPORT RD., OZARK, AR, 72949-9204, US
 As of Date: 22-MAR-2013

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
<hr/>								
	TM0245266	27-OCT-11	MEMBER BENEFIT		5.20	0.00	1.24	6.44
	TA0245266	27-OCT-11	T/A COMMISSIONS		55.33	0.00	13.16	68.49
	41942505	31-OCT-11	5715A-HughesNet		160.00	13.60	40.86	214.46
	41942156	31-OCT-11	5096A-SOFTHOTEL		163.38	13.89	41.77	219.04
	41961752	31-OCT-11	Actual-1800A-RE		903.76	0.00	213.20	1116.96
	41959230	31-OCT-11	Actual-1000A-RO		1964.70	0.00	463.41	2428.11
	41960256	31-OCT-11	Actual-1210A-MA		589.41	0.00	139.06	728.47
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			Sub Total		4282.84	27.49	1018.42	5328.75
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NOV-2011	21189094	22-NOV-11	WYNREWARDS 5%		321.94	0.00	72.28	394.22
	4193419	30-NOV-11	Actual-1210A-MA		311.64	0.00	68.73	380.37
	41976274	30-NOV-11	5096A-SOFTHOTEL		163.38	13.89	39.11	216.38
	41978300	30-NOV-11	5715A-HughesNet		160.00	13.60	38.26	211.86
	41991666	30-NOV-11	Actual-1000A-RO		1038.80	0.00	229.15	1267.95
	41990890	30-NOV-11	Actual-1800A-RE		477.85	0.00	105.46	583.31
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			Sub Total		2473.61	27.49	552.99	3054.09
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DEC-2011	10585231	14-DEC-11	GUEST SRVCS TRA		160.00	0.00	34.16	194.16
	10585230	14-DEC-11	GUEST SATISFACT		40.00	0.00	8.54	48.54
	10586850	21-DEC-11	GUEST SATISFACT		40.00	0.00	8.40	48.40
	10586851	21-DEC-11	GUEST SRVCS TRA		160.00	0.00	33.60	193.60
	21191412	22-DEC-11	WYNREWARDS 5%		295.64	0.00	61.91	357.55
	10585952	28-DEC-11	GUEST SATISFACT		30.00	0.00	6.24	36.24
	10585950	28-DEC-11	GUEST SRVCS TRA		160.00	0.00	33.04	193.04
	42005863	31-DEC-11	5715A-HughesNet		160.00	13.60	35.57	209.17
	42021051	31-DEC-11	Actual-1210A-MA		359.21	0.00	73.66	432.87
	42019432	31-DEC-11	Actual-1000A-RO		1197.38	0.00	245.46	1442.84
	42005087	31-DEC-11	5096A-SOFTHOTEL		163.38	13.89	36.36	213.63
	42021594	31-DEC-11	Actual-1800A-RE		550.79	0.00	112.93	663.72

Report Date : 22-MAR-13

ITEMIZED STATEMENT

Customer No : 11578-91725-02-DAY
 Address : 105 AIRPORT RD., OZARK, AR, 72949-9204, US
 As of Date: 22-MAR-2013

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
<hr/>								
JAN-2012	10588938	11-JAN-12	GUEST SRVCS TRA		160.00	0.00	31.92	191.92
	10588940	11-JAN-12	GUEST SATISFACT		65.23	0.00	13.01	78.24
	21195224	22-JAN-12	WYNREWARDS 5%		266.25	0.00	51.66	317.91
	42056951	31-JAN-12	Actual-1210A-MA		230.02	0.00	43.62	273.64
	42034422	31-JAN-12	5096A-SOFTHOTEL		163.38	13.89	33.61	210.88
	42057939	31-JAN-12	Actual-1800A-RE		352.70	0.00	66.86	419.56
	42056455	31-JAN-12	Actual-1000A-RO		766.75	0.00	145.26	912.01
	42035461	31-JAN-12	5715A-HughesNet		160.00	13.60	32.88	206.48
Sub Total					3316.40	27.49	689.87	4033.76
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FEB-2012	21198697	22-FEB-12	WYNREWARDS 5%		141.04	0.00	25.21	166.25
	42066343	29-FEB-12	5715A-HughesNet		160.00	13.60	30.36	203.96
	42090110	29-FEB-12	Actual-1000A-RO		841.62	0.00	146.82	988.44
	42064581	29-FEB-12	5096A-SOFTHOTEL		163.38	13.89	31.04	208.31
	42087813	29-FEB-12	Actual-1210A-MA		252.49	0.00	44.03	296.52
	42087882	29-FEB-12	Actual-1800A-RE		387.14	0.00	67.53	454.67
Sub Total					2164.33	27.49	418.82	2610.64
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MAR-2012	30673351	15-MAR-12	GLOBAL CONFEREN		100.00	0.00	16.70	116.70
	21199454	22-MAR-12	WYNREWARDS 5%		197.90	0.00	32.47	230.37
	42114850	31-MAR-12	Actual-1800A-RE		582.89	0.00	92.90	675.79
	42114611	31-MAR-12	Actual-1210A-MA		380.15	0.00	60.61	440.76
	42096770	31-MAR-12	5715A-HughesNet		160.00	13.60	27.67	201.27
	42096721	31-MAR-12	5096A-SOFTHOTEL		163.38	13.89	28.29	205.56
	42113726	31-MAR-12	Actual-1000A-RO		1267.16	0.00	202.03	1469.19
Sub Total					1945.67	27.49	344.99	2318.15

Report Date : 22-MAR-13

ITEMIZED STATEMENT

Customer No : 11578-91725-02-DAY
 Address : 105 AIRPORT RD., OZARK, AR, 72949-9204, US
 As of Date: 22-MAR-2013

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
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APR-2012	10601801	12-APR-12	GUEST SATISFACT		45.00	0.00	6.94	51.94
	10601802	12-APR-12	GUEST SRVCS TRA		160.00	0.00	24.56	184.56
	10603468	19-APR-12	GUEST SRVCS TRA		160.00	0.00	24.00	184.00
	10603470	19-APR-12	GUEST SATISFACT		50.00	0.00	7.53	57.53
	21203731	22-APR-12	WYNREWARDS 5*		368.95	0.00	54.79	423.74
	42125211	30-APR-12	5715A-HughesNet		160.00	13.60	25.07	198.67
	42124703	30-APR-12	5096A-SOFTHOTEL		163.38	13.89	25.63	202.90
	42148894	30-APR-12	Actual-1210A-MA		381.15	0.00	55.57	436.72
	42148948	30-APR-12	Actual-1800A-RE		584.44	0.00	85.20	669.64
	42147456	30-APR-12	Actual-1000A-RO		1270.51	0.00	185.19	1455.70
	30683423	30-APR-12	Nov 2011 NT Aud		294.69	0.00	42.60	337.29
	30683887	30-APR-12	Nov 2011 NT Aud		387.75	0.00	56.04	443.79
			Sub Total		4025.87	27.49	593.12	4646.48
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MAY-2012	10606077	03-MAY-12	GUEST SATISFACT		50.00	0.00	7.18	57.18
	10606078	03-MAY-12	GUEST SRVCS TRA		160.00	0.00	22.88	182.88
	21206022	22-MAY-12	WYNREWARDS 5*		256.52	0.00	34.27	290.79
	10609183	24-MAY-12	GUEST SRVCS TRA		160.00	0.00	21.20	181.20
	10609182	24-MAY-12	GUEST SATISFACT		50.00	0.00	6.65	56.65
	42176647	31-MAY-12	Actual-1210A-MA		588.69	0.00	75.48	664.17
	42165427	31-MAY-12	5096A-SOFTHOTEL		163.38	13.89	22.88	200.15
	42165974	31-MAY-12	5715A-HughesNet		160.00	13.60	22.38	195.98
	42174982	31-MAY-12	Actual-1000A-RO		1962.30	0.00	251.69	2213.99
	42176973	31-MAY-12	Actual-1800A-RE		902.66	0.00	115.77	1018.43
			Sub Total		4453.55	27.49	580.38	5061.42
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JUN-2012	21208761	22-JUN-12	WYNREWARDS 5*		524.97	0.00	61.95	586.92
	42195914	30-JUN-12	5096A-SOFTHOTEL		163.38	13.89	20.22	197.49

Report Date : 22-MAR-13

ITEMIZED STATEMENT

Customer No : 11578-91725-02-DAY
 Address : 105 AIRPORT RD., OZARK, AR, 72949-9204, US
 As of Date: 22-MAR-2013

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
JUL-2012	42196873	30-JUN-12	5715A-HughesNet		160.00	13.60	19.78	193.38
	42211978	30-JUN-12	Actual-1000A-RO		2176.40	0.00	247.63	2424.03
	42211344	30-JUN-12	Actual-1210A-MA		652.92	0.00	74.28	727.20
	42214110	30-JUN-12	Actual-1800A-RE		1001.14	0.00	113.93	1115.07
			Sub Total		4678.81	27.49	537.79	5244.09
JUL-2012	21213360	22-JUL-12	WYNREWARDS 5*		420.82	0.00	43.33	464.15
	42221278	30-JUL-12	5096A-SOFTHOTEL		163.38	13.89	17.56	194.83
	42220471	30-JUL-12	5715A-HughesNet		160.00	13.60	17.18	190.78
	42236124	31-JUL-12	Actual-1210A-MA		515.86	0.00	50.83	566.69
	42238219	31-JUL-12	Actual-1000A-RO		1719.52	0.00	169.36	1888.88
AUG-2012	42237014	31-JUL-12	Actual-1800A-RE		790.98	0.00	77.90	868.88
			Sub Total		3770.56	27.49	376.16	4174.21
	10625231	02-AUG-12	GUEST SRVCS TRA		160.00	0.00	15.60	175.60
	10625233	02-AUG-12	GUEST SATISFACT		60.00	0.00	5.85	65.85
	10627274	09-AUG-12	GUEST SRVCS TRA		160.00	0.00	15.04	175.04
AUG-2012	10627276	09-AUG-12	GUEST SATISFACT		75.00	0.00	7.05	82.05
	21216577	22-AUG-12	WYNREWARDS 5*		226.91	0.00	19.86	246.77
	42272030	31-AUG-12	Actual-1210A-MA		386.83	0.00	32.12	418.95
	42270296	31-AUG-12	Actual-1000A-RO		1289.42	0.00	107.03	1396.45
	42272819	31-AUG-12	Actual-1800A-RE		593.14	0.00	49.22	642.36
SEP-2012	42257831	31-AUG-12	5096A-SOFTHOTEL		163.38	13.89	14.72	191.99
	42256644	31-AUG-12	5715A-HughesNet		160.00	13.60	14.40	188.00
			Sub Total		3274.68	27.49	280.89	3583.06
	10635862	13-SEP-12	GUEST SRVCS TRA		160.00	0.00	12.24	172.24
	10635942	13-SEP-12	GUEST SATISFACT		65.23	0.00	4.99	70.22
SEP-2012	10637755	20-SEP-12	GUEST SRVCS TRA		160.00	0.00	11.68	171.68
	10637754	20-SEP-12	GUEST SATISFACT		70.00	0.00	5.12	75.12

Report Date : 22-MAR-13

ITEMIZED STATEMENT

Customer No : 11578-91725-02-DAY
 Address : 105 AIRPORT RD., OZARK, AR, 72949-9204, US
 As of Date: 22-MAR-2013

Mon-Year	Invoice No	Invoice Date	Description	Accrued	Billing	Amount Tax	FinanceCharges	Total
<hr/>								
OCT-2012	21217196	22-SEP-12	WYNREWARDS 5%		274.83	0.00	19.79	294.62
	42305703	30-SEP-12	Actual-1210A-MA		367.08	0.00	24.97	392.05
	42285690	30-SEP-12	5096A-SOFTHOTEL		163.38	13.89	12.06	189.33
	42286279	30-SEP-12	5715A-HughesNet		160.00	13.60	11.80	185.40
			Sub Total		1420.52	27.49	102.65	1550.66
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OCT-2012	30722169	02-OCT-12	ONLINE LRNG LTB		50.00	0.00	3.36	53.36
	21221953	22-OCT-12	WYNREWARDS 5%		391.03	0.00	22.28	413.31
	42332289	31-OCT-12	Accrual-1210A-M	*	590.25	0.00	30.99	621.24
	42332270	31-OCT-12	Accrual-1800A-R	*	905.05	0.00	47.52	952.57
	42333266	31-OCT-12	Accrual-1000A-R	*	1967.50	0.00	103.31	2070.81
	42319111	31-OCT-12	5715A-HughesNet		160.00	13.60	9.11	182.71
	42319190	31-OCT-12	5096A-SOFTHOTEL		163.38	13.89	9.31	186.58
			Sub Total		4227.21	27.49	225.88	4480.58
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NOV-2012	21224005	22-NOV-12	WYNREWARDS 5%		520.04	0.00	21.58	541.62
	42367408	30-NOV-12	Accrual-1800A-R	*	532.24	0.00	19.96	552.20
	42364625	30-NOV-12	Accrual-1210A-M	*	347.12	0.00	13.02	360.14
	42368240	30-NOV-12	Accrual-1000A-R	*	1157.05	0.00	43.39	1200.44
	42345758	30-NOV-12	5096A-SOFTHOTEL		163.38	13.89	6.65	183.92
	42347870	30-NOV-12	5715A-HughesNet		160.00	13.60	6.51	180.11
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DEC-2012	21229011	22-DEC-12	WYNREWARDS 5%		215.73	0.00	5.72	221.45
	42381933	31-DEC-12	5096A-SOFTHOTEL		163.38	13.89	3.90	181.17
	42395167	31-DEC-12	Accrual-1000A-R	*	923.75	0.00	20.32	944.07
	42396803	31-DEC-12	Accrual-1210A-M	*	277.13	0.00	6.10	283.23
	42378260	31-DEC-12	5715A-HughesNet		160.00	13.60	3.82	177.42
	42394231	31-DEC-12	Accrual-1800A-R	*	424.93	0.00	9.35	434.28
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			Sub Total		2879.83	27.49	111.11	3018.43

Report Date : 22-MAR-13

ITEMIZED STATEMENT

Requested By: Kanyelle Barrino

* Please note the accruals on your account are estimates.
Make sure to promptly submit your actual gross room revenue and rooms sold.

***** END OF REPORT *****



Shipment Receipt

Transaction Date: 22 Mar 2013

Tracking Number:

1Z208E370295471974

1 Address Information

Ship To: Ozark Motels Properties, Inc. Mr. Nick Patel 611 Providence Drive BRYANT AR 720227018 Residential	Ship From: Wyndham Worldwide - 22 Sylvan Kanyelle Barrino 22 Sylvan Way Parsippany NJ 07054 Telephone:973-753-7787	Return Address: Wyndham Worldwide - 22 Sylvan Kanyelle Barrino 22 Sylvan Way Parsippany NJ 07054 Telephone:973-753-7787
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2 Package Information

Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1. Letter	UPS Letter		Reference # 1 - 006-1696

3 UPS Shipping Service and Shipping Options

Service:	UPS 2nd Day Air
Guaranteed By:	End of Day Tuesday, Mar 26, 2013
Shipping Fees Subtotal:	23.97 USD
Transportation	16.30 USD
Fuel Surcharge	2.47 USD
Residential Surcharge	3.20 USD

4 Payment Information

Bill Shipping Charges to:
Shipper's Account 208E37

A discount has been applied to the Daily rates for this shipment

Total Charged:	23.97 USD
Negotiated Total:	7.56 USD

Note: Your invoice may vary from the displayed reference rates.

* For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.